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Appellate Court of Maryland
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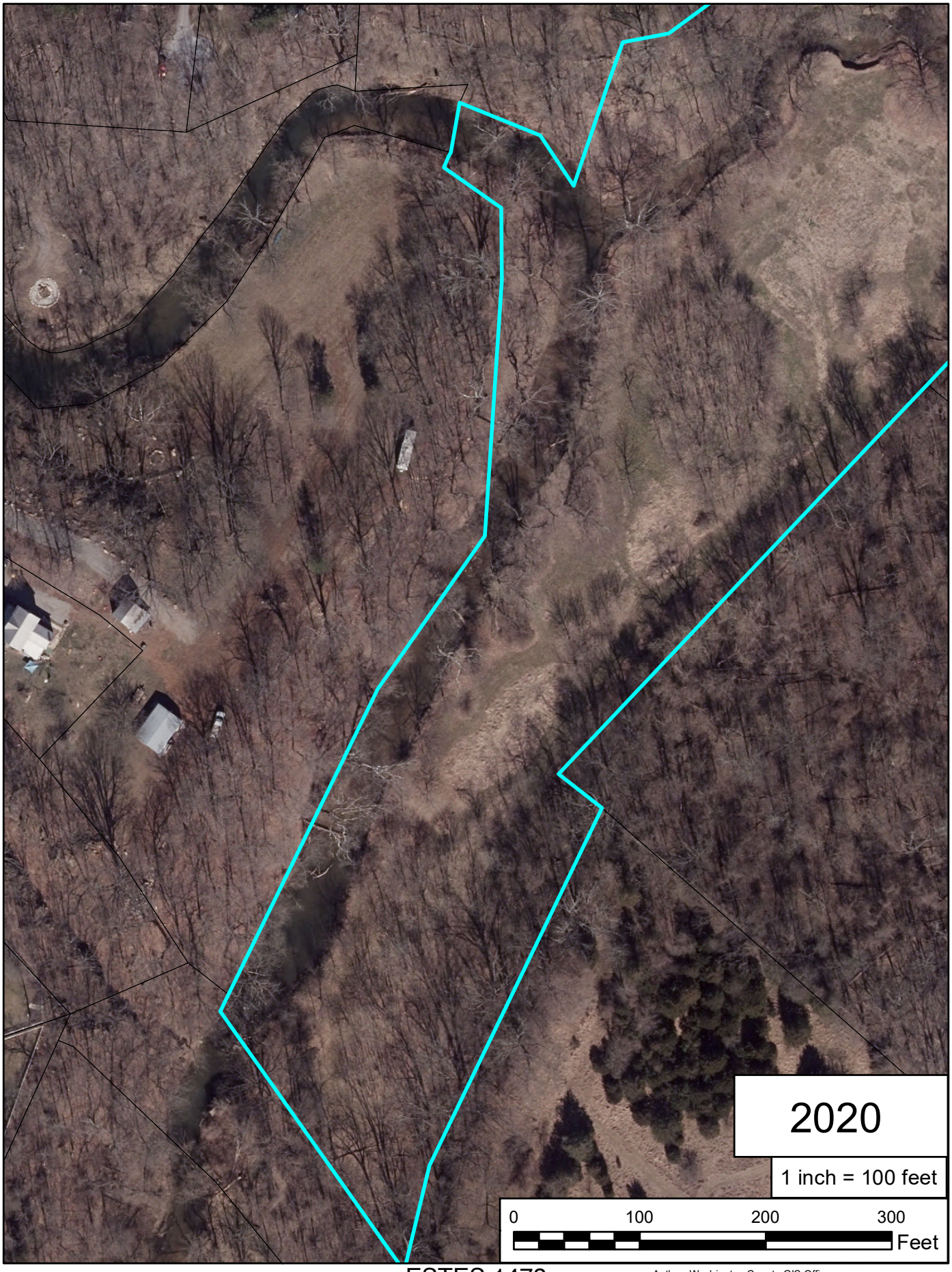


ESTES 1478

ESTES 1478 with ESTES 1360 demonstratively overlayed by Justin Holder

Souther 2 lines as described in the OG boundary line

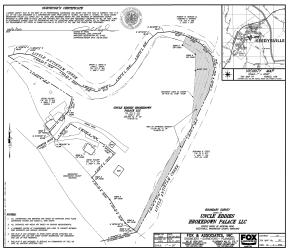
Northern 2 lines as described in the OG boundary line

Mr. frederick's "Deviation from Recorded title and the OG Boundary at the Northern 2 lines

See Exhibit 2 - Estes 0311 Stake in middle of creek and page below.

November 23rd, 2021 Deposition of Plaintiff Benjamin Estes C-21-CV-20-000430

Q. Do you know where that stake is?
A. I don't know where it is right now, no, but **I know where the location of that is, yes.**
Q. **Is that, generally, Antietam Creek?**
A. **Yes, probably.**
Q. Okay. **Mr. Frederick set that stake there for you in November or October, before you filed this lawsuit, is that correct?**
A. **Not Mr. Frederick, but his crew, yes.**
Q. So you hadn't had any other opinions of title. Mr. Frederick comes out. You ask him to set a stake. He sets a stake in the middle of Antietam Creek?
A. Okay. What is the question?
Q. He writes a letter that says there is no discrepancy of the boundary being in the creek on the southern two lines. **Do you disagree with the location of this survey stake Mr. Frederick set?**
A. **No. He set that**, but I don't know who drew that red line in there or what that red line represents.
Deposition Benjamin Estes 11-23-21 p.157:12 - 158:6



Q. Again, in this picture, this is a stake that Mr. Frederick set?
A. Yes.
Q. And would you say that this red line is fairly straight?
A. I don't know what that lines are or who drew it there. I know Fred Frederick didn't draw the line.
Q. I didn't ask you that. Does the line look straight to you, sir?
A. Sure, it looks straight.
Q. Is there water on both sides of the line?
A. Of that line as it is drawn, yes.
Deposition Benjamin Estes 11-23-21 p.158:23 - 159:9

Q. Okay. Is this the same stake as not the previous picture, but the one before that center of the creek?
A. That appears to be that stake, sir.
Q. Would you say this is looking north instead of south?
A. Yes, north, northwest maybe. I can't tell.
Q. And this is the stake that Mr. Frederick's crew placed?
A. Correct. I don't know what that red line is, again.
Q. It's demonstrative, sir.
Deposition Benjamin Estes 11-23-21 p.159:24 - 160:12

CIRCUIT COURT FOR WASHINGTON COUNTY

BENJAMIN ESTES

Plaintiff

v. Case No.: C 21 CV 20 000430

JUSTIN HOLDER, ET AL.

Defendants

Opposition of Uncle Eddie's Breakdown Palace LLC to

Plaintiff's Motion for Summary Judgment

Defendant, Uncle Eddie's Breakdown Palace, LLC ("Uncle Eddie's"), by and through its undersigned attorneys, hereby files this Opposition to Plaintiff's Motion for Summary Judgment and states as follows

1. Uncle Eddie's incorporates herein as if fully set for herein the Opposition to Plaintiff's Motion for Summary Judgment filed herein by Justin Holder, appearing and proceeding in this matter pro se ("Justin Holder Opposition").

2. There are genuine issues of material fact(s) present in this matter that preclude entry of summary judgment in favor of the Plaintiff.

3. Plaintiff claims, among other claims, adverse possession, however, as indicated and evidenced in Justin Holder's Opposition, there are material facts that would prevent entry of summary judgment in favor of this Plaintiff against Uncle Eddie's, as follows:

a. Paragraph 11 of the Plaintiff's Affidavit attached to the Plaintiff's Motion for Summary Judgment concedes "the portion of the Estes Property primarily in dispute (the "Disputed Property") is highlighted in yellow highlighter.

b. The Plaintiff purchased the subject property in 2013, therefore Plaintiff claim for adverse possession has not ripened.

c. Paragraph 19 of Estes Affidavit states that Maxwell Hope told the Plaintiff about the property included in the sale. Such testimony is hearsay, and necessitates the need for cross-examination.

d. Paragraph 24 of the Estes Affidavit indicates that Holder cut down trees and shrubs, a fact confirmed by Paragraph 25 of the Estes Affidavit; however, Paragraph 25 indicates Estes knew of the "grooming" prior to December 31, 2019, therefore Estes, besides not having reached the 20 year threshold for adverse possession, concedes his possession was interrupted prior to December 31, 2019.

e. Paragraph 33 of Estes Affidavit indicates the first time surveyor flags were placed on the property (November 13, 2020).

4. Regarding Plaintiff's claim to quiet title, the Plaintiff's own Motion indicates that surveyors differ on the lines to be drawn. Uncle Eddies argues the lines to be drawn are a material fact for the Court to consider prior to entry of any judgment in favor of any party.

Wherefore, having Defendant, Uncle Eddies Breakdown Palace LLC requests that the Plaintiff's Motion for Summary Judgement be denied and the Court grant such other and further relief as the Court deems appropriate.

/s/ Robert L. Kline, III
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MDEC E-File: klinelawgroupllc@gmail.com

CERTIFICATE OF SERVICE

I hereby swear that a copy of Defendant's Petition/Motion/Request/Answer has been electronically e-filed through MDEC with the Clerk of Circuit Court for Washington County and on all appropriate parties this 4th day of July 2022.

/s/ Robert L. Kline, III
Robert L. Kline, III

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES	*	
Plaintiff	*	
v.	*	Case No. C-21-CV-20-000430
JUSTIN HOLDER, *et. al.*	*	
Defendants		

* * * * * * * * * * * * * * *

DEFENDANT DEENA HOLDER'S OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Defendant Deena Holder, by and through her attorneys, Brandy A. Peeples, Esq. and Brandy A. Peeples, P.C. t/a Peeples Law hereby files this Opposition to Plaintiff Benjamin Estes' Motion for Summary Judgment (hereinafter "Opposition"). In support of this Opposition, Defendant states as follows:

I. INTRODUCTION

Plaintiff, Benjamin Estes, has filed a Second Amended Complaint in this action asserting the following causes of action against Defendants Justin Holder, individually, Deena Holder, individually, and Uncle Eddie's Brokedown Palace, LLC ("Uncle Eddie's): Quiet Title, Trespass to Land, Violation of §5-409 of the Natural Resources Article, Aiding and Abetting, and Ejectment. In short, this lawsuit concerns a disputed boundary line between properties owned by Uncle Eddies and the Plaintiff Estes, and it concerns claims by the Plaintiff that Defendant Justin Holder removed, cut down, and/or cleared trees from the Plaintiff's Property.

Importantly, as to Defendant Deena Holder, individually, this court must note that Deena Holder is not claiming and has not claimed any right, title, or interest for herself in the lands claimed by the Plaintiff Estes in this action. Rather, the Plaintiff has attempted to foist liability onto Defendant Deena through the actions of Defendant Justin Holder. In other words, Plaintiff Estes has attempted to manufacture an agency relationship between Justin Holder and Deena Holder where no such

evidence of any principal/agent relationship has been produced in discovery. Moreover, whether or not the Defendant Deena Holder, as an individual, presently – or previously – held any membership interest in Uncle Eddies is irrelevant to the Plaintiff's case, because the Plaintiff has not provided any evidence that would warrant this court's piercing of any corporate veil for the purpose of imposing personal liability upon Deena Holder.[1]

Next, with respect to the Plaintiff's aiding and abetting claim, the Plaintiff's theory of liability as to Defendants Deena Holder and Uncle Eddies' hinges on the fact that the Uncle Eddies' property abuts the Plaintiff's Property, and as such provided Defendant Justin Holder with the access necessary to "repeatedly enter upon Plaintiff's land and injure Plaintiff's property." This theory of liability also must fail as to Defendant Deena Holder.

As will be set forth below, Summary Judgment motions should be predicated upon undisputed facts. However, the record in this case as to Defendant Deena Holder could not be more clear: Plaintiff has produced no evidence to support his claims against Deena Holder individually. In fact, it is not entirely unreasonably to conclude that Plaintiff's Motion for Summary Judgment as to Defendant Deena Holder is utterly meritless and/or frivolous, and it must be denied as to Defendant Deena Holder on all counts.

II. STATEMENT OF UNDISPUTED FACTS

Plaintiff is the landowner of record of property commonly known as Lot 2, Mt. Hebron Road, Keedysville, Maryland 21756 (the "Estes Property"). Plaintiff's deed, dated March 13, 2013, is recorded in the land records of Washington County as Liber 4401, Folios 0100-0103, describing the property as:

> Being all of Lot 2 on the Plat of Subdivision entitled "Preliminary/Final Plat of the Subdivision of Lot 2 for M. Yvonne & Maxwell B. Hope, II" prepared by Frederick, Seibert & Associates, Inc. date September 27, 2006 and designated as Job No. 1967.2 and recorded in Plat folio 9186 among the Plat Records maintained by the Clerk of the Circuit Court for Washington County, Maryland, containing 8.28 acres of land, more or less

[1] In her Answers to Interrogatories, Answer No. 16, Defendant Deena Holder stated that she did not own an interest in Uncle Eddie's Brokedown Palace, LLC.

See Plaintiff's Motion for Summary Judgment, Exh. 2 (Plat 9186). See also Plaintiff's Motion for Summary Judgment, Exh. 3 (Estes Deed).

Defendant Deena Holder is the owner of 25 Antietam Drive. *See* Deed recorded among the land records of Washington County at Liber 5824 folio 352, a copy of which is attached as Defendant's **Exhibit A**. Uncle Eddies was the owner of 28 Antietam Drive. See Deed recording among the Land Records of Washington County at Liber 5726 page 225, a copy of which is attached as Defendant's **Exhibit B**. On or about August 14, 2018, by Deed recorded among the Land Records of Frederick County at Liber 5827 folio 370, Uncle Eddies transferred its ownership interest in 28 Antietam Drive to Deena Holder, a copy of which is attached hereto and made a part hereof as **Exhibit C**. Thereafter, by Deed dated May 31, 2019 and recorded among the Land Records of Frederick County, and as depicted on Plat 10955 (See Plaintiff's Exhibit 4), Uncle Eddies and Deena Holder reconfigured the parcels whereby Deena Holder remained the owner of 25 and 28 Antietam Drive, and Uncle Eddies became the owner of Parcel 414 which abuts Plaintiff Estes' Property via the disputed area of the Little Antietam Creek. A copy of the May 21, 2019 deed is attached hereto and made a part hereof as **Exhibit D**. It should be noted that Parcel 414 as depicted on the Plat and owned by Uncle Eddies' is the parcel which abuts Plaintiff's Property – and not the property owned by Deena Holder known as 25 and 28 Antietam Drive.

The only allegations contained within Plaintiff's Motion for Summary Judgment as to trespass and damage on Plaintiff Estes' Property are found at page 2:

> *Beginning on October 1, 2018, Holder repeatedly, knowingly, and intentionally entered and trespassed on the Estes Property without Plaintiff's consent. (Ex. 1, ¶ 23). Holder removed, cut down, or otherwise cleared and destroyed trees, shrubs, and other plants and vegetation on the Estes Property. (Id. ¶ 24). When Plaintiff and Holder met on December 31, 2019, Holder acknowledged that he and/or his agents had removed plants, alders, trees, underbrush, and/or vegetation from the Estes Property and showed Plaintiff where he had cleared. (Id. ¶ 25).Defendants destroyed numerous trees, plants, and bushes, among other vegetation, including walnut trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes, and other plants, bushes, and trees on the Estes Property. (Id. ¶ 31)*

See Plaintiffs' Motion for Summary Judgment at p. 2-3.

With respect to Deena Holder, the Plaintiff sets forth zero facts supporting any contention that Defendant Justin Holder acted as an agent for Defendant Deena Holder (and vice versa). Moreover, Plaintiff Estes has set forth zero facts as to Defendant Deena Holder's relationship with Uncle Eddies to establish that Deena Holder directed anyone to act on behalf of Uncle Eddies.[2]

Instead, Plaintiff's own deposition should settle any issues as to the Defendant Deena Holder. At his deposition taken on November 23, 2019, the only encounter the Plaintiff ever had with Defendant Deena Holder occurred in the summer of 2019 where Mr. and Mrs. Holder were "walking up the …Spring Branch Creek.." *See* Deposition of Benjamin Estes at p. 73-75.[3]

The Plaintiff further states in his deposition testimony that Justin Holder was the individual who damaged his property:

> Q. Is it your allegation that Mr. Holder did those things?
>
> A. Yes. Mr. Holder has admitted to damaging my property.

See **Exhibit E** at p. 76.

With it being conclusive, based upon the Plaintiff's own testimony that Defendant Deena Holder, herself, did not damage the Plaintiff's Property, the Plaintiff was asked at his deposition to set forth facts to substantiate any of his claims that Justin Holder acted as an agent for Deena Holder, individually.[4] As evidenced by the below exchange, the Plaintiff set forth no facts to establish a principal/agent relationship.

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[2] Acting on behalf of Uncle Eddies would not confer any personal liability upon Deena Holder. *See* Section III C, *infra*.

[3] Excerpts of Mr. Estes Deposition taken November 23, 2021 are collectively attached hereto and made a part hereof as **Exhibit E**.

[4] The deposition testimony sought was for the purpose of exploring Plaintiff's Answer to Interrogatories and the contention Plaintiff set forth in his Answer to Interrogatory No. 10, wherein Plaintiff Estes

Q. So sitting here today -- we will talk about Uncle Eddie's in a [minimum|minute]. Let's talk about Deena Holder herself --

A. Um-hum.

Q. -- being married to Mr. Holder. Do you, sitting here today, have any facts that indicate that Mrs. Holder directed or authorized Mr. Holder to do anything on her behalf in connection with the property? We are not talking Uncle Eddie's.

A. Personally, I have only talked to Deena Holder one time, I believe, but I wouldn't know her if I saw her, no.

Q. So it's fair to say then that she hadn't ever told or communicated to you that she has authorized Justin to act on her behalf?

A. I haven't read through all of her Answers to Interrogatories and requests for admissions. To my knowledge, at this moment, I do not have -- I just don't know. She's never explicitly told me that, no. Could it be somewhere in the answers to admissions or interrogatories that she admitted or denied that, I don't know.

Q. So then, sitting here today, do you have any knowledge or facts to indicate that Mrs. Holder ever told Mr. Holder or authorized Mr. Holder to take down any of the trees on your property?

A. I think -- I'm trying to remember what I produced or answered. Can you bring up my Answers to the Interrogatories?

Q. I have your answers to Mrs. Holder's, and I can proffer to you that I don't see anything in there. Justin, can you bring them on the screen?

A. There was something in there, and I just can't remember where he, obviously, was talking about her, but I just can't remember. I know it's not the best answer for you, but to me, it's a pretty clear line between the two that he was acting on her behalf.

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claimed: "Deena Holder is liable for the trespass of her agent, Justin Holder, his agent. She is liable for the trespass of Uncle Eddie's and his agents."

Q. Do you think he was acting on her behalf simply because they were married?

A. No.

Q. If you were to go out and say that I am acting on your behalf, does that mean I am acting on your behalf? I am looking for anything that has any factual basis that she authorized Justin to act on her behalf.

A. She owns the property, or owned, or is the member of the same corporation, orchestrated by, presumably Mrs. Holder, but I don't know that for a fact because these documents have not been produced, but she does own the land or is a member of the corporation -- who owns the land, who is able to dispose of the land, and transfer the land, to which all of this ground clearing, everything, would benefit.

See Exhibit E, pp 83-85.

Asking the same line of questioning regarding whether the Plaintiff had any evidence that Deena Holder authorized Defendant Justin to act on behalf of Uncle Eddies, Plaintiff Estes produced none:

Q. Do you know whether Mrs. Holder, if she were involved as a member of Uncle Eddie's, authorized Mr. Holder to take down any trees or vegetation on your property?

A. Actual [fiscal|physical] evidence of it, no, but can I put one plus one together, and I think a jury can too, yes.

Q. And that's because they are married?

A. They are married, she owns the property, he is building a house for her on the property, he wants the view to look good where he wants to put the dwelling. One would assume that one and one, she owns the property or was a member of Uncle Eddie's. And you'd have to get access through to go do this stuff, you would have to remove it through Uncle Eddie's, and have to do all that stuff, yes.

Q. It's not your contention though that Mrs. Holder, herself, physically did anything to cause the removal of any trees or vegetation on your property?

A. Not that I know of, no.

See Exhibit E, pp 88.

Lastly, with respect to Plaintiff Estes' count for aiding and abetting, the Plaintiff testified at deposition as follows:

Q. And then in your answer, you say, "Deena Holder is liable for the trespass of her agent, Justin Holder, his agent. She is liable for the trespass of Uncle Eddie's and his agents." What your basis for that statement?

A. I think I have just gone through all of that. The Court, I am sure there will be jury instructions as to certain liabilities or secondary liability. It goes way back in law school, a memory bank to me, but there can be liability for allowing people to trespass, permitting people to trespass and use your land to do so. But there is liability to be had there, and the jury will be properly instructed.

Q. Do you have any facts, sitting here today, where she actually aided or abetted her husband in trespassing your property?

A. I think I have already answered that question.

Q. But you don't whether she actually ever told her husband, go trespass on Mr. Estes's property?

A. I don't listen to their conversations. No.

See Exhibit E, pp 93-94.

As of the date of this Opposition, discovery has closed. Since the Plaintiff's deposition was taken in November, 2021, the Plaintiff has not produced any additional facts to support his allegation that an agency relationship exists between Defendants Justin Holder and Deena Holder and/or that Defendant Deena Holder aided and/or abetted Defendant Justin Holder.

III. LEGAL ARGUMENT

A. Summary Judgment Standard.

The entry of summary judgment is governed by Md. Rule 2-501, which provides, in pertinent part:

> (f) Entry of judgment. The court shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.

A trial court may grant a motion for summary judgment when the moving party clearly demonstrates: (1) there is no genuine dispute as to any material fact, and; (2) the moving party is entitled to a judgment as a matter of law. *Southland Corp. V. Griffith*, 332 Md. 704, 712 (1993). The burden of proof is on the party moving for summary judgment, and the court must resolve all inferences in favor of the non-moving party. *Medical Mut. Liab. Ins. Soc'y v. Mut. Fire, Marine & Inland Ins. Co*., 37 Md. App. 706, 712 (1977). Additionally, where one party in its pleadings acknowledges the existence of facts that are the only ones material and necessary for a decision on the Motion for Summary Judgment, those acknowledgements in the pleadings can be the basis for deciding that no material facts are in dispute. *Castiglione v. Johns Hopkins Hospital*, 69 Md. App. 325, cert. denied, 309 Md. 325, (1987). Although inferences are to be resolved against the moving party, an unreasonable inference cannot defeat a Motion for Summary Judgment. *Clea v. Mayor and City of Baltimore*, 312 Md. 662 (1988); *Jenson v. American Motors Corp.*, 50 Md.App. 226 (1981); *Washington Homes, Inc. v. Interstate Land Development Co., Inc.*, 281 Md. 712 (1978). Moreover, when a moving party has set forth sufficient grounds for summary judgment, the party opposing the motion must show, with some precision, that there is a genuine dispute of material fact. *Brown v. Suburban Cadillac, Inc.*, 260 Md. 251 (1971).

B. Plaintiff has produced zero facts to support his contention that an agency relationship exists between Defendant Justin Holder and Defendant Deena Holder.

Maryland courts have long held that, in determining whether a wife was the agent of her husband the ordinary rules of agency apply. See *House v. Jerosimich*, 246 Md. 747, 749 (1967). The rule would be no different in the reverse.

In *Sullivan v. Mosner*, 266 Md. 479, 491-94 (1972), the court delved into the husband/wife agency question by first quoting the Restatement (Second) on Agency as follows:

> Restatement (Second), Agency (1958), says on this subject:
>
> **"§ 22. Husband and Wife as Principal and Agent**
>
> A husband or wife can be authorized to act for the other party to the marital relation.
>
> "Comment:
>
> a. * * *
>
> b. Neither husband nor wife by virtue of the relation has power to act as agent for the other. The relation is of such a nature, however, that circumstances which in the case of strangers would not indicate the creation of authority or apparent authority may indicate it in the case of husband or wife. Thus, a husband habitually permitted by his wife to attend to some of her business matters may be found to have authority to transact all her business affairs. Likewise, if a wife is customarily permitted by her husband to order household supplies, authority or apparent authority on her part to purchase things needed in the household can be readily inferred. However, the fact that married women in the community customarily do this is not alone a basis for creating authority or apparent authority."

Sullivan, *supra*, at 491-494.

The Sullivan court then went on to quote several Maryland cases to distinguish situations which gave rise to husband and wife agency relationships versus those which do not. For example, *Powers v. Malach*, 199 Md. 110 (1952), involved a suit for electrical wiring done in two apartment houses owned by husband and wife as tenants by the

entireties. The husband testified that for at least 20 years he had built on properties owned by him and his wife as tenants by the entireties and that in selling his wife had joined in the deed. The wife did not sign that particular electrical contract. In holding that collection could not be effected from her, Judge Markell said for the Court:

> "Too often and too recently this court has held that the relationship of husband and wife, with knowledge by her of his intention to make improvements on her property and failure on her part to object, does not make him her agent in making the improvements and does not amount to a holding out which creates an agency by estoppel. *Twilley v. Bromley*, 192 Md. 465, 470-472, 64 A. 2d 553; *Blenard v. Blenard*, 185 Md. 548, 558; *Adkins & Douglas Co. v. Webb*, 160 Md. 571, 577; *Kvedera v. Mondravitzky*, 145 Md. 260, 263. Emancipation of the wife from the husband's common law dominion might be appreciably undone if he, as such, were made her general agent." *Id*. at 113.

Id. at 491-494. *Cf. Parker v. Morgan*, 170 Md. 7, 26 (1936), where a husband and wife owning property as tenants by the entireties made a contract for the erection of a house in which the husband was named as architect and the Court held the wife bound by his acts in passing upon the work under the contract.

Next, the *Sullivan* court cited *Adkins & Douglas Co. v. Webb*, 160 Md. 571 (1931), which is applicable to the instant case. In *Adkins*, Dr. Webb built a home on the lot owned by his wife in the small town of Preston in Caroline County which had a 1950 population of 353 and had no more in 1921 when the home was erected. The parties resided about a quarter of a mile from the site. The question presented to the Court was whether the husband was the wife's agent so as to avoid the notice of intent to file a mechanics' lien required under what was at the time of the erection Code (1912) §§ 10 and 11 and is now Code (1957) §§ 10 and 11. Judge W. Mitchell Digges said for the Court:

> " It is firmly established that the existence of the relationship of husband and wife, standing alone, is not sufficient to create agency on the part of the husband in respect to the wife's property. 20 Amer. & Eng. Encyc. 327; *Abrams v. Eckenrode*, 136 Md. 244; Hartman v. Thompson, 104 Md. [389,] 408; 13 R. C. L. 1168. And knowledge by the wife of the husband's intention

> to construct a building on her land, together with her failure to interpose objection, are not sufficient circumstances to constitute agency. *Kvedera v. Mondravitzky*, 145 Md. 260; 13 R. C. L. 1172." *Id*. at 577.

Turning to the question of agency, Maryland courts have long held that an agency relationship is fiduciary in nature, and its creation "turns on the parties' intentions as manifested by their agreements or actions." *Green v. H&R Block, Inc.*, 355 Md. 488, 503, (1999). The Maryland Court of Appeals has previously identified "two fundamental elements for the creation of [an] agency relationship[.]" *Id*. at 505 (quoting W. Edward Sell, Sell on Agency § 7, at 7 (1975)). First, there must be "some manifestation or indication by the principal to the agent that he [or she] consents to the agent's acting for his [or her] benefit[.]" *Id*. Second, there must be "consent by the agent to act for the principal." *Id*. Ultimately, the reviewing court must determine whether the parties intended to enter into an agency relationship. *Anderson v. Gen. Cas. Ins. Co.*, 402 Md. 236, 247 (2007).

Even though the creation of an agency relationship requires consent from both the principal and the agent, the relationship may be created expressly or implicitly. *Green*, 355 Md. at 503. Absent a written agreement, courts consider the following three factors, derived from the Restatement (Second) of Agency ("Restatement"), to determine if an agency relationship exists: (1) the agent's power to alter the legal relations of the principal; (2) the agent's duty to act primarily for the benefit of the principal; and (3) the principal's right to control the agent. *Id*. (citing Restatement, §§ 12-14 (Am. L. Inst. 1958)). These three factors are neither exclusive nor conclusive considerations in determining whether an agency relationship exists, and they should be viewed "within the context of the entire circumstances of the transaction or relations." *Id*. at 506. When a party asserts an agency relationship through inference, that party bears the burden of proving the existence of the

agency relationship, including its nature and extent. *Id*. at 504. *See also Broadway Servs. v. Comptroller of Md.*, 272 A.3d 800, 809-10 (Md. 2022).

In this case, Plaintiff has produced no evidence of an agency relationship between Defendant Justin Holder and Defendant Deena Holder, and thus he cannot satisfy the three-pronged test set forth in *Green*. As previously stated, Uncle Eddies, a Maryland Limited Liability Company and not Deena Holder, individually, owns Parcel 414 which abuts Plaintiff Estes Property. According to Plaintiff Estes, Justin Holder held himself out as a manager for the property. *See* **Exhibit E** at p. 82. That Justin Holder had plans and desires for Parcel 414, which may have included Defendant Deena Holder, and/or that Deena Holder may have at one time held a membership interest in Uncle Eddie's is insufficient to establish that Defendant Justin Holder was Deena Holder's agent to ascribe individual personal liability to Defendant Deena Holder for Defendant Justin Holder's actions in this litigation.

Because there is no evidence of any agency relationship between Deena Holder and Justin Holder, Plaintiff's Motion for Summary Judgment as to Deena Holder must be denied as to all counts.

C. Even if Deena Holder were a member of Uncle Eddie's, she would have no personal liability to the Plaintiff for Justin Holder's actions undertaken on behalf of Uncle Eddies.

Any allegation that Defendant Deena Holder is somehow personally liable for the actions of Justin Holder and/or aided and abetted Defendants Justin Holder and Uncle Eddies for their alleged trespass on the Plaintiff's land cannot be maintained by the Plaintiff as viable causes of action.

A corporation is regarded as a separate legal entity. *Turner v. Turner*, 147 Md. App. 350, 425 (2002). Consequently, its shareholders are ordinarily insulated from liability for

the debts of the corporation. *Id*. Similarly, when an official or agent signs a contract for his corporation it is simply a corporate act. *Id*. It is not the personal act of the individual, and he is not personally liable for the corporate contract unless the matter is tainted by fraud. Id. Under Maryland law, an agent who makes a contract for and on behalf of a corporate principal is personally liable on the obligation only in the presence of fraud, and the burden of proof of the fraud rests upon the creditor. *Id*.

In *Residential Warranty Corp. v. Bancroft Homes Greenspring Valley, Inc.*, 126 Md. App. 294, *cert. denied*, 355 Md. 613, (1999), the Maryland Court of Special Appeals enunciated the standard for piercing the corporate veil as follows:

> "The most frequently enunciated rule in Maryland is that although the courts will, in a proper case, disregard the corporate entity and deal with substance rather than form, as though a corporation did not exist, shareholders generally are not held individually liable for debts or obligations of a corporation except where it is necessary to prevent fraud or enforce a paramount equity."

Residential Warranty Corp. at 306 (quoting Bart Arconti & Sons, Inc., 275 Md. at 310).

The Court in *Residential Warranty Corp*. went on to state: “a Maryland court may pierce the corporate veil only based on fraud or proof that it is necessary to enforce a paramount equity." *Id*. at 306-307.

With respect to piercing the corporate veil in instances of fraud, it is clear that the party alleging the fraud bears the burden of alleging specific facts, which would constitute fraud:

> "if they use a corporation for the deliberate purpose of making a contract for it, when at the time they intend to defraud a party thereto, and the contract is merely an avenue on which the fraud operates, * * * [and that] the burden of proof is on the one charging fraud to establish by clear, specific acts, facts that in law constitute fraud."

Damazo v. Wahby, 259 Md. 627, 634 (1970).

In *Ace Development Co. v. Harrison*, 196 Md. 357, 367-368 (1950), the Maryland Court of Appeals made it incumbent a party challenging a corporate act for fraud, and thus, made it incumbent upon a party seeking to pierce the corporate veil, to show that at the time the contract was entered into it was intended by the defendant to use the contract for the purpose of cheating and defrauding the complainant. In other words, Maryland law requires that Plaintiff demonstrate that the defendant intended at the time the contract was entered into, to use the contract as a means to cheat and defraud. *Id*.

The second instance in which the corporate veil can be pierced occurs when a court has determined that such piercing is necessary to enforce a "paramount equity." In the *Residential Warranty Corp*. case, the Court of Special Appeals defined the term "paramount equity" as follows:

> "When substantial ownership of all the stock of a corporation in a single individual is combined with other factors clearly supporting disregard of the corporate fiction on grounds of fundamental equity and fairness, courts have experienced 'little difficulty' and have shown no hesitancy in applying what is described as the 'alter ego or 'instrumentality' theory in order to cast aside the corporate shield and fasten liability on the individual stockholder."

Residential Warranty Corp., at 307.

The factors used in analyzing "whether a paramount equity should be enforced include, inter alia, 'whether the corporation was grossly undercapitalized, … the dominant stockholder's siphoning of corporate funds, … the absence of corporate records, and the corporation's status as a facade for the stockholders' operations.'" *Id*. at 307. In other words, "where the stockholders themselves, or a parent corporation owning the stock of a subsidiary corporation, fail to observe the corporate entity, operating the business or dealing with the corporation's property as if it were their own, the courts will also disregard the corporate entity for the protection of third persons." *Hildreth v. Tidewater Equip. Co.*, 378

Md. 724, 734 (2003). However, the “alter ego” doctrine is applied "with great caution and reluctance" and only in "exceptional circumstances.” *Id*. The “alter ego” doctrine must “take account of close corporation laws, which commonly allow close corporations to elect not to have a board of directors and to have the corporation run directly by the stockholders.” *Id*. at 736, n.2.

Although Maryland courts maintain that the corporate veil may be pierced to “enforce a paramount equity,” to date Maryland courts have not pierced the corporate veil "except in the most obvious cases of fraud." *Legacy Inv. & Mgmt., LLC v. Susquehanna Bank,* 2014 U.S. Dist. LEXIS 148159, 17 (D. Md. Oct. 17, 2014) *citing Baltimore Line Handling Co. v. Brophy*, 771 F. Supp. 2d 531, 553 (D. Md. 2011). The term “paramount equity” remains nebulous, because the Maryland Court of Appeals has not defined a "paramount equity" in the context of piercing the corporate veil. Id. (noting that the Court of Appeals has not yet pierced the corporate veil to enforce a paramount equity).

In this case, the Plaintiff has alleged no fraud. *See* **Exhibit E** at p. 86. Further, the Plaintiff has not set forth any evidence which would warrant piercing the corporate veil for a “paramount inequity.” Accordingly, summary judgment must be denied for these reasons.

Tangentially, and to the extent that Defendant Justin Holder’s alleged actions are tortious in nature, Maryland case law is clear that liability does not automatically impart to Defendant Deena Holder if she were a member of Uncle Eddies. The general rule is that corporate officers or agents are personally liable for those torts which they personally commit, or which they inspire or participate in, even though performed in the name of an artificial body. *St. James Constr. Co. v. Morlock*, 89 Md. App. 217, 223 (1991). And again, Plaintiff Estes has produced no evidence that would demonstrate – or even give rise to an

inference – that Defendant Deena Holder personally committed, inspired, or participated in the actions of Defendant Justin Holder individually and/or on behalf of Uncle Eddies, LLC.

Based on the foregoing, Plaintiff's Motion for Summary Judgment as to Defendant Deena Holder should be dismissed as to all counts.

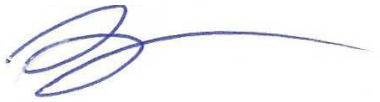
D. **Plaintiff has failed to set forth any facts to entitle him to judgment on his aiding and abetting count.**

It bears mentioning that the reasoning above as to agency and corporate officer liability are applicable to Plaintiff's claims of aiding and abetting. However, for purposes of this Opposition, it should be noted by the Court that the Plaintiff cannot obtain summary judgment on mere bald allegations and/or conclusory statements. The only "facts" offered by Plaintiff to support his aiding and abetting claim are the fact that Defendants Deena Holder and/or Defendant Uncle Eddies are abutting title holders to the Plaintiff's Property. Yet, without any facts whatsoever, the Plaintiff baldly alleges that Deena and/or Uncle Eddies provided Justin Holder with access necessary to repeatedly enter upon Plaintiff's land. That this statement is the only purported evidence of the tort alleged is absurd and should not be considered by the Court.

IV. CONCLUSION

Given the history of this case and the various attorneys who have represented the Plaintiff Estes in this litigation – and the fact that the Plaintiff Estes also went to law school – it should have been apparent in the filing of Plaintiff's Motion for Summary Judgment that the Plaintiff has no viable claims against the Defendant Deena Holder with the evidence produced in this case. That counsel and/or the Plaintiff would file a Motion for Summary Judgment and supporting affidavits and other documents premised on conclusory allegations and hearsay is worrisome. As a matter of law, this court simply cannot grant summary judgment against Defendant Deena Holder.

Respectfully submitted,



Brandy A. Peeples CPN 9812170029
Brandy A. Peeples, P.C. t/a Peeples Law
47 East All Saints Street
Frederick, Maryland 21701
(301) 327-9614
(fax) (866) 877-2137
brandy@peeples-law.com
Attorneys for Defendant Deena Holder

CERTIFICATE OF COMPLIANCE

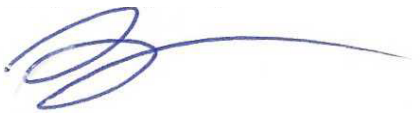
I CERTIFY that the attached submission does not contain any restricted information or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to Rule 20-201(h).

Respectfully submitted,

Brandy A. Peeples CPN 9812170029
Brandy A. Peeples, P.C. t/a Peeples Law
47 East All Saints Street
Frederick, Maryland 21701
(301) 327-9614
(fax) (866) 877-2137
brandy@peeples-law.com
Attorneys for Defendant Deena Holder

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July 2022, a copy of the foregoing was served via the MDEC e-filing system on all counsel and parties of record.



Brandy A. Peeples

BOOK: 5824 PAGE: 352

Olde Towne Title, Inc.
File No. **OT-13627AH**
Tax ID # **19-002551**

This Deed, made this 30th day of August, 2018, by and between **Carl French**, GRANTOR, and **Deena Holder**, GRANTEE.

Witnesseth –

That in consideration of the sum of Fifty-Six Thousand Four Hundred and 00/100 Dollars ($56,400.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, as sole owner, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

All those two improved parcels of land situate in Washington County, Maryland, and more particularly described as follows:

PARCEL NO. 1:

All that parcel of land situate on the South side of the mill dam and opposite the Town of Keedysville, Maryland, and beginning at a planted stone standing on the East side road and running thence North 38 degrees East 7.1 perches to a marked wild cherry tree; thence North 25 ¼ degrees West 1.84 perches to a marked locust tree; thence North 51 ¾ degrees West 13.56 perches into the said mill dam; thence South 46 ½ degrees West 2 ¾ perches to the outlines of said Washington County Railroad; thence bounding on the outlines thereof to the place of beginning; containing 80 square perches of land, more or less.

PARCEL NO. 2:

All that small strip of land lying contiguous to Parcel No. 1 and beginning at a planted stone standing on the East side of said Washington County Railroad, it being also the beginning of Parcel No. 1 and running with the first line of Parcel No. 1, North 38 degrees East 7.1 perches to a marked wild cherry tree, now a locust post; thence running Southwesterly 29 5/12 feet to "D" on the Plat; thence 91 ½ feet to the limits of said railroad at "E" on said Plat; thence 1 foot in a straight line to the beginning; containing 306 square feet of land, more or less.

The above described property is conveyed TOGETHER WITH and SUBJECT TO any and all applicable covenants, conditions, reservations, and restrictions, limitations, rights of way, streets, alleys, and easements of record.

The improvements thereon being known as 25 Antietam Drive, Keedysville, Maryland, 21756.

Being the same property described in Liber 5596 at Folio 488.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Deena Holder, as sole owner, in fee simple.

Subject to and together with all restrictions, covenants, conditions, easements and rights of way of record.

And the Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant Specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

1049

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0352, MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

The undersigned certify that he is resident(s) of the State of Maryland, or that this was their primary residence, and therefore is exempt from the tax withholding requirements of Section 10-912 of the Tax General Article of the Annotated Code of Maryland.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

_____ _____(SEAL)
Carl French

STATE OF MARYLAND }
COUNTY OF WASHINGTON } ss

I hereby certify that on this 30th day of August, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Carl French, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

R.J. WITTHAUS NOTARY PUBLIC FREDERICK CO. MD

R.J. WITTHAUS
Notary Public, State of Maryland
County of Frederick
My Commission Expires Dec 21, 2019

_____
Notary Public

My Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:
Deena Holder
308 W Chapline Street
Sharpsburg, MD 21782

TODD L. HERSHEY, TREASURER
TAXES PAID 8/31/18

CR

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0353, MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Robin E. Campbell, Attorney

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0354. MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

MARYLAND FORM WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2018

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Carl French

2. Reasons for Exemption

Resident Status

☒ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☐ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Carl French
Name

8/30/18
**Date

Carl French
Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name **Date

Title

** Form must be dated to be valid.

Note: Form is only valid if recordation occurs within 60 days of execution of this form.

File No. OT-13627AH Re: 25 Antietam Drive, Keedysville, MD 21756

18-49

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0355, MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

LR - Deed (w Taxes)
Recording Fee - ALL 20.00
Name: hoilder
Ref:
LR - County Transfer Tax - linked 32.00
LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 429.40
LR - State Transfer Tax - linked 282.00
LR - NR Tax - lkd 0.00
SubTotal: 803.40
Total: 803.40
08/31/2018 02:29 CC21-KB
#10915408 CC0403 - Washington County/CC04.03.02 - Register 02

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0356, MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Acting Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	32.00
Recordation Tax	429.40
State Transfer Tax	282.00
Non-Resident Tax	
TOTAL	803.40

1476

BOOK: 5824 PAGE: 357

State of Maryland

☐ **Baltimore City** ☒ **County:** Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

X Deed / Deed of Trust	☐ Mortgage / Lease	☐ Other _____	☐ Other _____

2 Conveyance Type Check Box

X Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 56,400.00	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount −	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$ 429.40	$
State Transfer Tax	$ 282.00	$
County Transfer Tax	$ 32.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	19-002551	5596/488			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
				5596/488	

Location/Address of Property Being Conveyed (2): 25 Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential [X] or Non-Residential [ ] | Fee Simple [X] or Ground Rent [ ] | Amount: N/A

Partial Conveyance? [ ] Yes [X] No | Description/Amt. of SqFt/Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Carl French	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Deena Holder	

New Owner's (Grantee) Mailing Address: 25 Antietam Drive, Keedysville, MD 21756

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Alex Hahn

Firm: Olde Towne Title, Inc.

Address: 1025 Mt. Aetna Road

Hagerstown, MD 21740 Phone: (301) 739-1222

☐ Return to Contact Person

☐ Hold for Pickup

☒ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification ___ Agricultural Verification ___ Whole ___ Part ___ Tran. Process Verification

Transfer Number ___ Date Received: ___ Deed Reference: ___ Assigned Property No.: ___

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: ☐ *Clerk's Office* ☐ *Office of Finance* ☐ *SDAT* ☐ *Preparer*

AOC-CC-300 (5/2007)

OT-13627AH

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5824, p. 0357, MSA_CE18_5776. Date available 09/05/2018. Printed 07/30/2020.

Exhibit B
exhibitsticker.com

Olde Towne Title, Inc.
File No. **OT-13228AH**
Tax ID # **19-002578**

This Deed, made this 10th day of April, 2018, by and between **David W. Hutzell and Mark H. Hutzell, Personal Representatives**, of the Estate of Mary Jane Hutzell, who departed this Earth on or about September 22, 2014, surviving Tenant by the Entirety of Harry C. Hutzell, Jr., who departed this Earth on or about January 11, 1992, GRANTOR, and **Uncle Eddies Brokedown Palace LLC**, GRANTEE.

Whereas, on December 19, 2014, the Orphans' Court of Washington County, State of Maryland (the "Court") granted administration of the Estate of the Decedent to David W. Hutzell and Mark H. Hutzell as Personal Representatives of the Estate of the Decedent in Estate No. 70412

Whereas, Grantors in the capacity of Personal Representatives of the Estate of the Decedent has complete and full power and authority by law to grant and convey the entire fee simple interest in the hereinafter described property; and

Whereas, as part of the administration of the Estate of the Decedent, Grantors desire to convey the entire fee simple estate in the hereinafter described property to the Grantee.

- Witnesseth –

That in consideration of the sum of Seventy-Seven Thousand and 00/100 Dollars ($77,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantors as Personal Representatives of the Estate of the Decedent, do hereby grant and convey to the said Grantee, as sole owner, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

Situate along the northeast side of the Old Washington County Railroad Tracks at the end of Antietam Drive in the Town of Keedysville, Election District No. 19, Washington County, Maryland and being more particularly described in accordance with a survey dated April 2018 by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a point on the northeasterly side of the lands of the Maryland Natural Resources (Liber 1015, folio 796), said lands of the Natural Resources previously being the Washington County Railroad and said point of beginning being located at the end of the third line of Parcel No. 2 of the lands conveyed by The Estate of Mary Jane Hutzell to Carl French by deed dated August 29, 2017 and recorded at Liber 5596, folio 488 among the Washington County Land Records; said Parcel No. 2 also being further shown on a drawing attached to a deed recorded at Deed book 143, page 381 among the Washington County Land Records, thence leaving the lands of the Maryland Natural Resources and running with the third and second lines of the above referenced deed and running in a clockwise direction and with corrected bearings and distances to match the monumentation and along lands now or formerly of Carl French (Liber 5596, Folio 488) N 42°34'12" E 97.38 feet to a stone by a large Walnut Tree, thence N 14°46'18" E 52.51 feet to a stone, thence along lands of Bryan C. Smith (Liber 4861, folio 41), S 61°15'10" E 50.04 feet to a point, thence S 35°33'19" E 69.11 feet to a point, thence N 90° E 56.00 feet to the foot of a rock cliff, thence N 29°26'50" E 316.02 feet to a tree on the bank with old fence, thence along the top of the bank, N 88°08'13" E 50.00 feet to a point in the fence line, thence
S 75°45'46" E 47.73 feet to intersect the line of Benjamin Estes (Liber 4491, Folio 100), thence along Benjamin Estes, S 55°03'22" E 55.83 feet to an old corner fence post, thence running with the old fence line, S 0°18'05" E 57.27 feet to a fence post, thence S 3°47'39" W 203.44 feet to a point in or near the Little Antietam Creek, thence S 34°59'35" W 148.50 feet to a point, thence along the creek and leaving said creek, S 25°59'35" W 269.59 feet to a point intersecting the Maryland Natural Resources (Liber 1015, folio 796) and previously being the Western Maryland Railroad, thence running with the lands of the Maryland Natural Resources, N 52°06'10" W 40.88 feet to a point, thence N 33°02'26" W 100.38 feet to a point, thence N 39°12'57" W 100.02 feet to a point, thence N 41°09'39" W 100.15 feet to a point, thence N 46°35'58" W 101.13 feet to a point, thence crossing over the existing driveway serving the herein described property, N 31°27'09" W 20.29 feet to the place of beginning;

Containing 3.81 acres of land more or less;

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0224, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands intended on being all of the remaining lands as conveyed by Ivan S. Hammond and Virginia Hammond, his wife to Harry C. Hutzell Jr. and Mary Jane Hutzell, his wife by deed dated May 20, 1964 and recorded at Liber 408, folio 137 among the Land Records of Washington County, Maryland.

The improvements thereon being known as 28 Antietam Drive, Keedysville, Maryland, 21756.

Being the same property described in Liber 408 at Folio 137.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Uncle Eddies Brokedown Palace LLC, as sole owner, in fee simple.

Subject to and together with all restrictions, covenants, conditions, easements and rights of way of record.

And Grantors do hereby covenant to execute such further assurances of the same as may be requisite.

The undersigned certify that it is resident(s) of the State of Maryland, or that this was their primary residence, and therefore is exempt from the tax withholding requirements of Section 10-912 of the Tax General Article of the Annotated Code of Maryland.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

By: David W Hutzell (SEAL)
David W. Hutzell, Personal Representative of the Estate of Mary Jane Hutzell

By: Mark H Hutzell (SEAL)
Mark H. Hutzell, Personal Representative of the Estate of Mary Jane Hutzell

STATE OF MARYLAND }
COUNTY OF WASHINGTON } ss

I hereby certify that on this 10th day of April, 2018 before me, the undersigned officer, a Notary Public in and for the State aforesaid, personally appeared David W. Hutzell and Mark H. Hutzell, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged themselves to be the Personal Representatives of the Estate of Mary Jane Hutzell and who, in my presence, signed and sealed the foregoing Deed and acknowledged it to be their act and deed as Personal Representatives of the foregoing Estate, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

R.J. WITTHAUS NOTARY PUBLIC FREDERICK CO. MD

R.J. WITTHAUS
Notary Public, State of Maryland
County of Frederick
My Commission Expires Dec 21, 2019

Notary Public

My Commission Expires: _____

TODD L. HERSHEY, TREASURER
TAXES PAID April 11, 2018 MM

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0225, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

AFTER RECORDING, PLEASE RETURN TO:
Uncle Eddies Brokedown Palace LLC
308 W. Chapline Street
Sharpsburg, MD 21782

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0226, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Allison Fortmann Bailey, Attorney

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0227, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

MARYLAND FORM
WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2018

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Estate of Mary Jane Hutzell

2. Reasons for Exemption

Resident Status

☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name **Date

Signature

3b. Entity Transferors

Witness/Attest

ESTATE OF MARY JANE HUTZELL
Name of Entity

David W Hutzell
By

David W. Hutzell
Name

4/10/18
**Date

Personal Representative
Title

** Form must be dated to be valid.

Note: Form is only valid if recordation occurs within 60 days of execution of this form.

File No. OT-13228AH Re: 28 Antietam Drive, Keedysville, MD 21756

18-49

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0228, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

MARYLAND FORM **WH-AR**

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2018

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Estate of Mary Jane Hutzell

2. Reasons for Exemption

Resident Status

☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness _____ Name _____ **Date

Signature _____

3b. Entity Transferors

Witness/Attest _____

ESTATE OF MARY JANE HUTZELL
Name of Entity

Mark H. Hutzell
By

Mark H. Hutzell 4-10-2018
Name **Date

Personal Representative
Title

** Form must be dated to be valid.

Note: Form is only valid if recordation occurs within 60 days of execution of this form.

File No. OT-13228AH Re: 28 Antietam Drive, Keedysville, MD 21756

18-49

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0229, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0230, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

LR - Deed (w Taxes)
Recording Fee - ALL 20.00
Name: Uncle Eddies
Ref:
LR - County Transfer Tax - linked 135.00
LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 585.20
LR - State Transfer Tax - linked 385.00
LR - NR Tax - lkd 0.00
SubTotal: 1,165.20
Total: 1,165.20
04/11/2018 02:10 CC21-MAW
#10153630 CC0403 - Washington County/CC04.03.01 - Register 01

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Dennis J. Weaver, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	135.00
Recordation Tax	585.20
State Transfer Tax	385.00
Non-Resident Tax	
TOTAL	1165.20

BOOK: 5726 PAGE: 231

State of Maryland

☐ **Baltimore City** ☒ **County:** Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

X Deed / Deed of Trust	☐ Mortgage / Lease	☐ Other _____	☐ Other _____

2 Conveyance Type Check Box

X Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 77,000.00	Transfer Tax Consideration	$
Any New Mortgage	$	X ( )% =	$
Balance of Existing Mortgage	$	Less Exemption Amount −	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
Full Cash Value:	$	X ( ) per $500 =	$
		TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$ 585.20	$
State Transfer Tax	$ 385.00	$
County Transfer Tax	$ 135.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	19-002578	408/137			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
				408/137	

Location/Address of Property Being Conveyed (2)

28 Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential [X] or Non-Residential ☐ | Fee Simple [X] or Ground Rent ☐ | Amount: N/A

Partial Conveyance? ☐ Yes [X] No | Description/Amt. of SqFt/Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Estate of Mary Jane Hutzell	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Uncle Eddies Brokedown Palace LLC	

New Owner's (Grantee) Mailing Address

308 W. Chapline Street, Sharpsburg, MD 21782

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Alex Hahn
Firm Olde Towne Title, Inc.
Address: 1025 Mt. Aetna Road
Hagerstown, MD 21740 Phone: (301) 739-1222

☐ Return to Contact Person
☐ Hold for Pickup
☒ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes X No Will the property being conveyed be the grantee's principal residence?
☐ Yes X No Does transfer include personal property? If yes, identify:
X Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: ☐ Clerk's Office ☐ Office of Finance ☐ SDAT ☐ Preparer

AOC-CC-300 (5/2007)

OT-13228AH

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5726, p. 0231, MSA_CE18_5678. Date available 04/13/2018. Printed 05/22/2020.

Exhibit C
exhibitsticker.com

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0370, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

"PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION"

This transfer is exempt from transfer and recordation tax pursuant to Sections 12-108(bb) and 13-207(a)(18) of the Tax-Property Article of the Annotated Code of Maryland.

THIS DEED, made this __14__ day of August, 2018, by Uncle Eddies Brokedown Palace, LLC, New Mexico limited liability company, hereinafter referred to as "Grantor", and Deena A. Holder, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That in consideration of the sum of Zero and 00/100 Dollars ($0.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt and sufficiency of which are hereby acknowledged, the said Grantor, does hereby grant and convey to the said Grantee, as sole owner, in fee simple:

The property being known and designated:

Situate along the Northeast side of the old Washington County Railroad Tracks at the end of Antietam Drive in the town of Keedysville, Election District No. 19, Washington County, Maryland and being more particulary described in accordance with a survey dated April 2018 by Frederick, Siebert and Associates, Inc. as follows:

Beginning at a point on the northeasterly side of the lands of the Maryland Natural Resources (Liber 1015, folio 796), said lands of the Natural Resources previously being in the Washington County Railroad and said point of beginning being located at the end of the third line of Parcel No. 2 of the lands conveyed by the Estate of Mary Jane Hutzell to Carl French by deed dated August 29th, 2017 and recorded at Liber 5596, folio 488 among the Washington County Land records; said Parcel No. 2 also being further shown on a drawing attached to a deed recorded at Deed book 143, page 381 amount the Washington County Land Records, thence leaving the lands of the Maryland Natural resources and running with the third and second lines of the above referenced deed and running in a clockwise direction and with corrected bearings and distances to match the monumentation and along lands now or formerly of Carl French (Liber 5596, Folio 488) N 42 degrees 34' 12" E 97.38 feet to a stone by a large Walnut Tree, thence n 14 degrees 46'18" E 52.51 feet to a stone, thence along lands of, or formerly of, Bryan C. Smith (Liber 4861 folio 41) S 61 degrees 15'10" E 50.04 feet to a point, thence S 35 degrees 33' 19" E 69.11 feet to a point, thence N 90 degrees E 56 feet to the foot of a rock cliff, thence N 29 degrees 26' 50" E 316.02 feet to a tree on the bank with old fence, thence along the top of the bank, N 88 degrees 08' 13" E 50.00 feet to a point in the fence line, thence S 75 degrees 45' 46" E 47.73 feet to

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0371, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

intersect the line of Benjamin Estes (Liber 4491, Folio 100), thence along Benjamin Estes, S 55 degrees 03' 22" E 55.83 feet to an old corner fence post, thence running with the old fence line, S 0 degrees 18' 05" E 57.27 fee to a fence post, thence S 3 degrees 47' 39" W 203.44 feet to a point in or near the Little Antietam Creek, thence S25 degrees 59' 35" W 269.59 feet to a point intersecting the Western Maryland Railroad, thence running with the lands of the Maryland Natural Resources (Liber 1015, folio 796) and previously being the Western Maryland Railroad, thence running with the lands of the Maryland Natural Resources, N 39 degrees 12' 57" W 100.02 feet to a point, thence N 41 degrees 09' 39" W 100.15 feet to a point, thence N 46 degrees 35' 58" W 101.13 feet to a point, thence crossing over the existing driveway serving the herein described property, N 31 degrees 27' 09" W 20.29 feet to the place of beginning. Containing 3.81 acres of land more or less; Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto. Said lands intended on being all of the remaining lands as conveyed by Ivan S. Hammond and Virginia Hammond, his wife to Harry C. Hutzell Jr. and Mary Jane Hutzell, his wife by deed dated May 20, 1964 and recorded at Liber 408, folio 137 among the land records of Washington County, Maryland. The improvements thereon being known as 28 Antietam Drive, Keedysville, Maryland 21756, Being the same property described in Liber 408 at Folio 137. Together with the buildings and improvements thereon erected, made of being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To have and to hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Deena A. Holder, as sole owner, in fee simple.

And I the said Grantor, do hereby covenant that I will warrant specially the property

herein conveyed and that we will execute such other and further assurances as may be necessary

and requisite.

Grantor hereby represents and warrants that

(i) the transfer is for no consideration other than the issuance of membership interests in

the limited liability company;

(ii) the members of the limited liability company are identical to the partners of the

conveying real estate enterprise;

(iii) each member's allocation of the profits and losses of the limited liability company is

identical to that member's allocation of the profits and losses of the conveying real estate

enterprise;

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0372, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

(iv) the transfer is part of a discontinuation of the real estate enterprise; and

(v) all real property owned by the individuals and used in the conduct of any real estate enterprise is being conveyed to a single person.

This deed has been prepared by Deena A. Holder. without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, we elect not to have an examination of this title and release Preparer of this deed, from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed. Preparer has not issued any opinion on the tax consequences of this transfer or any other rights or consequences to the parties to this deed.

WITNESS our hands and seals.

WITNESS:

_____ _____(SEAL)

Deena Holder, Authorized Member, Grantor

Uncle Eddies Brokedown Palace, LLC

_____ _____(SEAL)

Deena A. Holder

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 14th day of August, 2018, before me, the subscriber, a

Notary Public, in and for the State and County aforesaid, personally appeared Deena A. Holder and acknowledged the aforegoing deed to be her act and deed.

WITNESS my hand and Official Notarial Seal.

Linda Benson

Notary Public

My Commission Expires: 11-16-2018

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, a party to the instrument.

Deena A. Holder

Deena A. Holder party to the instrument

Mail to:

Deena A. Holder

308 West Chapline Street

Sharpsburg, MD 21782

TODD L. HERSHEY, TREASURER
TAXES PAID 9/6/18

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0373, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

BOOK: 5827 PAGE: 374

LR - Deed (No-Taxes)
Recording Fee 20.00
Name: Holder
Ref:
LR - Deed (No-Taxes)
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
09/06/2018 01:10
CC21-TR
#10938020 CC0403 - Washington
County/CC04.03.04 - Register 04

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0374, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Acting Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	
Recordation Tax	
State Transfer Tax	
Non-Resident Tax	
TOTAL	60.00

1490

BOOK: 5827 PAGE: 375

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

x Deed / Deed of Trust	☐ Mortgage / Lease	☐ Other _____	☐ Other _____

2 Conveyance Type Check Box

✓ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$ 0.00

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
19	002578	05726/00224	0073	0127	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2)

28 Antietam Drive, Keedysville, Md 21756

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☑ or Non-Residential ☐ | Fee Simple ☑ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Uncle Eddies Brokedown Palace LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Deena A. Holder	

New Owner's (Grantee) Mailing Address

308 West Chapline street, Sharpsburg, Md 21782

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Deena A Holder

Firm

Address: 308 West Chapline street, Sharpsburg, Md 21782

Phone: (301) 992-8797

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify: _____

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

	20	20				
Year			Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer

AOC-CC-300 (5/2007)

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5827, p. 0375, MSA_CE18_5779. Date available 09/07/2018. Printed 07/06/2022.

Exhibit D

exhibitsticker.com

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6070, p. 0197, MSA_CE18_6022. Date available 09/24/2019. Printed 07/06/2022.

"PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION"

THIS DEED, made this 31st day of May, 2019, by Deena A Holder ("Grantor") and Uncle Eddies brokedown palace, LLC, a New Mexico limited liability company ("Grantee") and by Grantor and Grantee unto the Town of Keedysville and Washington County, Maryland (the "Easement Grantees").

WITNESSETH:

That in consideration of the sum of Zero and 00/100 Dollars ($0.00),which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt and sufficiency of which are hereby acknowledged, the said Grantor, does hereby grant and convey to the said Grantee, as sole owner, in fee simple:

The whole of that parcel of land transferred by a Deed dated August 14, 2018 from Uncle Eddies Brokedown Palace, LLC, a New Mexico limited liability company to Deena A. Holder, and recorded among the Land Records of Washington County, Maryland at Liber 5827, folio 370, and further described therein as follows:

> Situate along the Northeast side of the old Washington County Railroad Tracks at the end of Antietam Drive in the town of Keedysville, Election District No. 19, Washington County, Maryland and being more particulary described in accordance with a survey dated April 2018 by Frederick, Siebert and Associates, Inc. as follows:
>
> Beginning at a point on the northeasterly side of the lands of the Maryland Natural Resources (Liber 1015, folio 796), said lands of the Natural Resources previously being in the Washington County Railroad and said point of beginning being located at the end of the third line of Parcel No. 2 of the lands conveyed by the Estate of Mary Jane Hutzell to Carl French by deed dated August 29th, 2017 and recorded at Liber 5596, folio 488 among the Washington County Land records; said Parcel No. 2 also being further shown on a drawing attached to a deed recorded at Deed book 143, page 381 among the Washington County Land Records, thence leaving the lands of the Maryland Natural resources and running with the third and second lines of the above referenced deed and running in a clockwise direction and with corrected bearings and distances to match the monumentation and along lands now or formerly of Carl French (Liber 5596, Folio 488) N 42 degrees 34' 12" E 97.38 feet to a stone by a large Walnut Tree, thence n 14 degrees 46'18" E 52.51 feet to a stone, thence along lands of, or formerly of, Bryan C. Smith (Liber 4861 folio 41) S 61 degrees 15'10" E 50.04 feet to a point, thence S 35 degrees 33' 19" E 69.11 feet to a point, thence N 90 degrees E 56 feet to the foot of a rock cliff, thence N 29 degrees 26' 50" E 316.02 feet to a tree on the bank with old fence, thence along the top of the bank, N 88

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6070, p. 0198, MSA_CE18_6022. Date available 09/24/2019. Printed 07/06/2022.

degrees 08' 13" E 50.00 feet to a point in the fence line, thence S 75 degrees 45' 46" E 47.73 feet to intersect the line of Benjamin Estes (Liber 4491, Folio 100), thence along Benjamin Estes, S 55 degrees 03' 22" E 55.83 feet to an old corner fence post, thence running with the old fence line, S 0 degrees 18' 05" E 57.27 fee to a fence post, thence S 3 degrees 47' 39" W 203.44 feet to a point in or near the Little antietam Creek, thence S25 degrees 59' 35" W 269.59 feet to a point intersecting the Western Maryland Railroad, thence running with the lands of the Maryland Natural Resources (Liber 1015, folio 796) and previously being the Western Maryland Railroad, thence running with the lands of the Maryland Natural Resources, N 39 degrees 12' 57" W 100.02 feet to a point, thence N 41 degrees 09' 39" W 100.15 feet to a point, thence N 46 degrees 35' 58" W 101.13 feet to a point, thence crossing over the existing driveway serving the herein described property, N 31 degrees 27' 09" W 20.29 feet to the place of beginning. Containing 3.81 acres of land more or less; Said lands are conveyed subject to and together with any conditions, restrictions, easements or rights-of-way of record and applicable thereto. Said lands intended on being all of the remaining lands as conveyed by Ivan S. Hammond and Virginia Hammond, his wife to Harry C. Hutzell Jr. and Mary Jane Hutzell, his wife by deed dated May 20, 1964 and recorded at Liber 408, folio 137 among the land records of Washington County, Maryland. The improvements thereon being known as 28 Antietam Drive, Keedysville, Maryland 21756, Being the same property described in Liber 408 at Folio 137. Together with the buildings and improvements thereon erected, made of being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SAVING AND EXCEPTING THE FOLLOWING:

Situate at the end of Antietam Drive, approximately 900 feet southeastward from its intersection with South Main Street in the Town of Keedysville, Election District No. 19, Washington County, Maryland and being more particularly described as follows:

Beginning at an iron pin and cap set along the southeastern side of a relocated driveway and also being along the northern right-of-way line of the lands of the Maryland Natural Resources (Liber 1015, folio 796), thence running in a clockwise direction and continuing along the east and south sides of the relocated driveway, N 39°42'31" E 77.04 feet to an iron pin, thence S 58°12'18" E 145.88 feet to an iron pin and cap set, thence S 50°32'19" E 43.99 feet to an iron pin and cap set, thence S 43°37'48" W 118.74 feet to an iron pin and cap set along the northern boundary of the Maryland Natural Resources (Liber 1015, folio 796), thence running with same N 41°09'39" W 100.15 feet to an iron pin, thence N 46°35'58" W 81.64 feet to the place of beginning;

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6070, p. 0199, MSA_CE18_6022. Date available 09/24/2019. Printed 07/06/2022.

Said lands being all the Proposed Reconfigured Parcel 127 as shown on a plat of subdivision for parcel reconfiguration of parcels 127 and 414 for Deena Holder and Uncle Eddie's Broken Down Palace, LLC and recorded at Washington County Plat Folio 10955 and dated April 18, 2019.

Said lands are conveyed subject to and together with the conditions and restrictions shown on the said Plat No. 10955 as well as to any and all other conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands are conveyed together with a right-of-way over Antietam Drive and running from the herein described property over a portion of the other lands of Parcel 414 as shown on said plat and thence continuing in a westerly direction to intersect South Main Street.

Said lands are conveyed together with the right of Grantee to use the 20' wide utility easement as shown on said plat, and the said 20' wide utility easement is being granted by both Grantor and Grantee herein unto the Town of Keedysville and Washington County (the Easement Grantees), as more specifically described as follows, and on the said plat:

Situate approximately 900 feet eastward from the intersection of Antietam Drive with South Main Street in the Town of Keedysville, Washington County, Maryland and being more particularly described as follows:

Beginning at an iron pin and cap along the northern boundary of the lands of the Maryland Natural Resources (Liber 1015, folio 796), said corner also being the most southeastern corner of the lands of Deena Holder and recorded at Liber 5824, Folio 352 among the Washington County Land Records, thence running in a clockwise direction and continuing along lands of Deena Holder (Liber 5824, folio 352) N 42°34'12" E 19.25 feet to a point, thence leaving said line and running with the perimeter of said 20 foot wide utility easement, S 38°19'57" E 14.18 feet to a point, thence N 33°26'05" E 22.46 feet to a point, thence N 40°14'24" E 31.22 feet to a point, thence N 56°54'18" E 16.49 feet to a point, thence N 77°52'09" E 17.47 feet to a point, thence S 75°00'55" E 12.14 feet to a point, thence S 68°09'06" E 45.64 feet to a point, thence S 65°24'49" E 67.61 feet to a point, thence S 51°54'56" E 24.02 feet to a point, thence S 51°15'51" E 68.02 feet to a point, thence S 0°09'24" E 21.94 feet to a point, thence S 21°26'49" W 24.96 feet to a point, thence N 68°33'11" W 20.00 feet to a point, thence N 18°13'27" E 28.31 feet to a point, thence N 50°56'47" W 60.28 feet to a point, thence N 51°54'56" W 12.33 feet to a point, thence S 37°05'30" W 48.29 feet to a point, thence N 54°08'47" W 20.00 feet to a point, thence N 37°03'02" E 46.67 feet to a point, thence N 65°39'26" W 53.46 feet to a point, thence N 68°09'06" W 44.03 feet to a point, thence N 75°00'55" W 6.12 feet to a point, thence S 77°52'09" W 8.95 feet to a point, thence S 56°54'18" W 9.86 feet to a point, thence S 40°14'24" W 27.10 feet to a point, thence S 33°26'05" W 25.62 feet to a

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point, thence S 43°44'40" W 21.69 feet to a point intersecting the northern right-of-way line of the Maryland Natural Resources property (Liber 1015, folio 796), thence running with said line, N 46°35'58" W 14.49 feet to a point and N 31°27'09" W 20.29 feet to the place of beginning;

Containing 8179 square feet of land or 0.188 acres;

Said easement is conveyed for the purpose of allowing the construction and maintenance of proposed grinder pumps and a force main line over the lands of the proposed reconfigured parcel 127 and parcel 414 as shown on a plat of subdivision for parcel reconfiguration of parcels 127 and 414 for Deena Holder and Uncle Eddie's Brokedown Palace, LLC and recorded at Washington County Plat folio 10955.

Said easement being over lands as conveyed by Uncle Eddie's Brokedown Palace, LLC to Deena A. Holder by deed dated August 14, 2018 and recorded at Liber 5827, folio 370 among the Land Records of Washington County, Maryland, and over lands as conveyed by this herein Deed from Deena A. Holder to Uncle Eddie's Brokedown Palace, LLC.

Said lands being a portion of the lands as conveyed by Uncle Eddie's Broken Down Palace, LLC to Deena A. Holder by deed dated August 14, 2018 and recorded at Liber 5827, folio 370 among the Land Records of Washington County, Maryland.

AS A RESULT of the hereinabove conveyance, the Grantor and Grantee intend to abandon the previous boundary line between their respective parcels and to reconfigure the parcels as shown on the said Plat No. 10955, such that the Grantee's resulting parcel is hereafter described as follows:

Situate at the end of Antietam Drive, approximately 900 feet southward from its intersection with South Main Street in the Town of Keedysville, Election District No. 19, Washington County, Maryland and being more particularly described as follows:

Beginning at an iron pin and cap along the northern boundary of the lands of the Maryland Natural Resources (Liber 1015, folio 796), said corner also being the most southeastern corner of the lands of Deena Holder and recorded at Liber 5824, folio 352 among the Washington County Land Records, thence running in a clockwise direction and continuing along the lands of Deena Holder (Liber 5824, folio 352), N 42°34'12" E 97.38 feet to an iron pin, thence N 14°46'18" E 52.51 feet to an iron pin, thence N 57°08'06" W 247.62 feet to a point in or near the edge of the Little Antietam Creek, thence running with the Little Antietam Creek, N 62°49'04" E 24.13 feet to a point, thence S 69°36'29" E 78.90 feet to a point,

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thence S 61°02'41" E 156.91 feet to a point, thence S 43°01'01" E 66.30 feet to a point, thence N 84°38'24" E 42.54 feet to a point, thence N 61°06'13" E 63.34 feet to a point, thence N 45°40'37" E 72.00 feet to a point, thence N 32°55'12" E 59.15 feet to a point, thence N 29°39'31" E 92.95 feet to a point, thence N 67°20'38" E 25.51 feet to a point, thence S 74°06'53" E 45.72 feet to a point, thence S 74°28'13" E 33.40 feet to a point, thence running into said lands S 23°46'58"W 13.52 feet to a point, thence S 55°03'22" E 55.83 feet to a point, thence S 0°18'05" E 57.27 feet to a point, thence S 3°47'39" W 203.44 feet to a point in the Little Antietam Creek, thence with said Creek, S 34°59'35" W 148.50 feet to a point, thence S 25°59'35" W 269.59 feet to a point, thence leaving said Creek and running along the lands of the Maryland Natural Resources (Liber 1015, folio 796), N 52°06'10" W 40.88 feet to a point, thence N 33°02'26" W 100.38 feet to an iron pin and cap set, thence N 39°12'57" W 100.02 feet to an iron pin and cap set, thence running with the reconfigured Parcel 127, S 43°37'48" W 118.74 feet to an iron pin and cap set, thence N 50°32'19" W 43.99 feet to a point, thence N 58°12'18" W 145.88 feet to an iron pin and cap, thence S 39°42'31" W 77.04 feet to an iron pin and cap set along the lands of the Maryland Natural Resources (Liber 1015, folio 796), thence continuing with said lands and crossing over the existing driveway and right-of-way, N 46°35'58" W 19.49 feet to a point, thence N 31°27'09" W 20.29 feet to the place of beginning;

Containing 3.95 acres of land more or less;

Said lands being all the Proposed Reconfigured Parcel 414 as shown on a plat of subdivision for parcel reconfiguration of parcels 127 and 414 for Deena Holder and Uncle Eddie's Broken Down Palace, LLC and recorded at Washington County Plat folio 10955. Said lands are conveyed subject to and together with the conditions, restrictions shown thereon as well as to any and all other conditions, restrictions, easements or rights-of-way of record and applicable thereto.

Said lands are conveyed together with a right-of-way over Antietam Drive and running from the herein described property in a westerly direction to intersect South Main Street.

Said lands are conveyed subject to and together with a 20' wide utility easement as shown on said plat.

Said lands being a portion of the lands as conveyed by Uncle Eddie's Broken Down Palace, LLC to Deena A. Holder by deed dated August 14, 2018 and recorded at Liber 5827, folio 370 among the Land Records of Washington County, Maryland. Together with all the lands as conveyed by Brian Curtis Smith to Uncle Eddie's Broken Down Palace, LLC by deed dated April 10, 2018 and

recorded at Liber 5726, folio 313 among the Land Records of Washington County, Maryland.

And I the said Grantor, do hereby covenant that I will warrant specially the property herein conveyed and that I will execute such other and further assurances as may be necessary and requisite.

Grantor hereby represents and warrants that:

This deed has been prepared by Adam D. Greivell, Esq. without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, we elect not to have an examination of this title and release Preparer of this deed, from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed. Preparer has not issued any opinion on the tax consequences of this transfer or any other rights or consequences to the parties to this deed.

WITNESS our hands and seals.

WITNESS:

_____ (SEAL)
Deena Holder, Grantor

_____ (SEAL)
Justin Holder, Authorized Manager
Uncle Eddies Brokedown Palace, LLC
Grantee

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 31ST day of May, 2019, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared **Deena Holder**, and acknowledged the aforegoing deed to be her act and deed.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public
My Commission Expires: 5/21/2023

JASON DANIEL RAUTH
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
My Commission Expires 05-21-2023

TODD L. HERSHEY, TREASURER
TAXES PAID 9-19-19 (W)

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STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21st day of May, 2019, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared **Justin Holder**, individually, and as **Authorized Manager of Uncle Eddies Brokedown Palace, LLC** and acknowledged the aforegoing deed to be his act and deed.

WITNESS my hand and Official Notarial Seal.

Notary Public
My Commission Expires: 5/21/2023

JASON DANIEL RAUTH
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
My Commission Expires 05-21-2023

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Adam D. Greivell, Attorney

Mail to:

Adam D. Greivell, Esq.
Greivell & Garrott Johnson, LLC
5 Cornell Avenue
Hagerstown, Maryland 21742

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LR - Deed (w Taxes)
Recording Fee - ALL
                    20.00
Name: uncle eddies
brokedown palace llc
Ref:
LR - County Transfer
Tax - linked     320.33
LR - Surcharge -
linked            40.00
LR - Recordation Tax -
linked           870.20
LR - State Transfer
Tax - linked     570.33
LR - NR Tax - lkd 0.00
=====================
SubTotal:      1,820.86
=====================
Total:         1,820.86
09/19/2019  02:54
                CC21-TR
#12735389 CC0403 -
Washington
County/CC04_03_04 -
Register 04
```

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	320.33
Recordation Tax	870.20
State Transfer Tax	570.33
Non-Resident Tax	
TOTAL	1820.86

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1499

State of Maryland

BOOK: 6070 PAGE: 205

☐ Baltimore City ☑ County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validatic

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

1	Deed / Deed of Trust	☐	Mortgage / Lease	☐	Other _____	☐	Other _____

2 Conveyance Type Check Box

☐	Improved Sale Arms-Length *[1]*	☐	Unimproved Sale Arms-Length *[2]*	☐	Multiple Accounts Arms-Length *[3]*	☑	Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 0.00	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$ 870.20	$
State Transfer Tax	$ 570.33	$
County Transfer Tax	$ 320.33	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
19	002578	5827/370	0073	0127	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
				10955	3.81 Acres

Location/Address of Property Being Conveyed (2): Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ☑ or Non-Residential ☐ | Fee Simple ☑ or Ground Rent ☐ Amount:

Partial Conveyance? ☑ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred: 3.4 acres (See plat 10955)

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Deena A. Holder	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Uncle Eddies brokedown palace, LLC	

New Owner's (Grantee) Mailing Address: P.O. Box 420, Sharpsburg, MD 21782

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Elizabeth F.Z. Bryan

Firm: Lincoln Title & Settlement Services

Address: 19638 Leitersburg Pike, Suite 202, Hagerstown, MD 21742

Phone: (240) 513-4380

☐ Return to Contact Person

☐ Hold for Pickup

☑ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify: _____

☑ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification . Agricultural Verification . Whole . Part . Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office Canary – SDAT AOC-CC-300 (5/2007)

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take a break. It's 10:45. Do you guys want to take about -- let's say 14 minutes and come back at 11:00?

MS. KOVACS: That works.

(Short Recess.)

MR. HOLDER: Mr. Estes, Ms. Peeples has some obligations this afternoon. She has a few questions, just very limited, so I'm going to go ahead and let her get those done. So she is going to take over the deposition for a bit, okay?

THE WITNESS: Sure.

EXAMINATION

BY MS. PEEBLES:

Q. I was trying to go for efficiency here, in terms of killing two birds with one stone. Otherwise, if there is an issue, I can certainly note Mr. Estes's deposition, and come back at another date. I would assume that Mr. Estes doesn't want to do that, but I wanted to make sure that we're okay to proceed.

MR. NEAL: I'm sorry. Mr. Estes is going to come back another day?

MS. PEEBLES: No. I said, if it's all right with you, I would like to ask some questions on behalf of my client, Deena Holder, rather than re-note this deposition and come back another day.

MR. NEAL: I don't care which order you

go.

MS. PEEBLES: No. I wanted to make sure procedurally. I wasn't trying to cause any issues or anything like that.

MR. NEAL: It's Mr. Holder's deposition. As long as he's okay, he is fine with that.

BY MS. PEEBLES:

Q. Good afternoon, Mr. Estes. My name is Brandy Peebles. I have taken over representation of Deena Holder from Mathew Ruble, who is retiring this year, so I have been brought up to speed.

A. Oh, good for him.

Q. Say that again.

A. I'm sorry, I was talking to myself. I said, good for Matt.

Q. It is good for him. He is going someplace sunny.

A. Even better for him then.

Q. So I am now involved in the case. I have not had a chance to meet you yet or been really involved in a lot of the depositions and discovery that's been going on since Matt. So, now, No. 1, I wanted to introduce myself.

No. 2, I will try to give you the courtesy of waiting for you to respond before I ask you another

question. If you don't understand the question that I'm asking you, I'll be happy to rephrase it or restate it better so that you understand. I'd rather that you not guess because I'm going to ask some specific questions of you, if that's okay?

A. Sure.

Q. And I have your Answers To Interrogatories to Ms. Holder, and I have read your Answers To Interrogatories to Uncle Eddie's. And I don't think I need to put them on the screen, but I would offer to at least your answers to Ms. Holder's interrogatories as my exhibit whatever, is picking off the last, I believe, there eight. Is that correct?

I guess the first question I want to ask you, Mr. Estes is, when do you contend the first trespass occurred?

A. I believe it was the summer of 2019 when I first met Mrs. Holder and Mr. Holder. The exact date and time, I do not know. It was in my backyard the day before. It was in the summertime, I think, the day before -- I believe it was Mr. Holder's children had walked up the creek. I'll call it the Spring Branch Creek for purposes of the deposition. It's a tributary to the Little Antietam Creek that runs through my backyard. And there were no trespassing signs at the

entrance to that tributary. And the children, I think it was the children, had walked up the creek. And I saw them and greeted them and said, very friendly, hey, this is private property. Can you just stay off. You know, we have some dogs, and this is just private property. I told them about the spring which was slightly upstream from there and let them know, I said, you guys have come this far, you should probably go see it.

So they went off and I think they looked at the spring that today. So I told them that it was private property, and there was a no trespassing sign at the entrance to the tributary, clearly posting no trespassing.

The very next day, I believe it was the same children accompanied by Mr. Holder and Mrs. Holder as well as -- I can't remember how many people were there, but there they were, once again, way up inside of my property in the creek. And that's when I told Mr. and Mrs. Holder, in the company of my wife, that this was private property, and please don't keep coming up, blah, blah, blah.

I was very nice about it. And I believe I let them continue up the creek to the spring. And so that's the first time that not only did Mrs. Holder have notice from me personally to stay off, but also clearly walked

past the no-trespassing sign that was hanging up. So, in terms of Mrs. Holder personal coming on my property, that's the first time that I saw her. I don't remember the exact date and time.

Q. Do you recall if it was a weekend or a weekday?

A. No. I believe Mr. Holder knows those things.

Q. Do you recall if it was in June, July, August? You say summer. Can you pinpoint a more accurate date for me?

A. No, not enough so that the kids were walking up the creek and the adults were too, so I don't remember. I'm pretty sure Mr. Holder and Mrs. Holder, by virtue of being married to Mrs. Holder, will probably have the exact date and time.

Q. So just to summarize, your first recollection of the first trespass by Mr. and Mrs. Holder would have been summer of 2019?

A. Not by Mr. Holder. Mrs. Holder, the first time I physically saw her myself on my property, yes. Now, the damage to the trees, I can't remember the exact first instance when I saw that. I remember there were come cuttings in the general vicinity of the railroad bridge or washed out railroad bridge, and that would have been either the summer of 2018 or 2019.

It started small, and then it kept growing larger, and larger, and larger.

Q. Is it your allegation that Mr. Holder did those things?

A. Yes. Mr. Holder has admitted to damaging my property.

Q. How many trees were cut?

A. It's impossible for me to know the exact number. I have pictures which have been produced, which you should have in your possession now, which shows stacks upon stacks of trees and underbrush that were cut, damaged, and/or removed.

Q. Would those be mature trees?

A. It's hard to tell if they are mature trees or not. It depends upon the tree. That I can remember or provided pictures of, Some of those are mature, like big trees. The rest are probably smaller, at least six feet, which very well have been mature. I'm not sure. There is no way to know, as Mr. Holder removed them.

Q. In removing them, did he cut them down, did he grind the stumps? When you say remove, help me to visualize? Again, I have seen the pictures. I am trying to understand.

A. You would have to ask Mr. Holder exactly what he did. I can show you exactly what I produced. There

is evidence of what the tree looked at from the time that I owned or began to own/occupy the property, and then the way it looked. So I'm not really sure, I'm not sure what's going on here.

Q. Let me ask it this way, Mr. Estes: I'm not trying to be difficult, but if I were to walk the property today, could I visually observe the locations of where those trees were removed?

A. Sure. I would be happy to go out there right now, if you want me to. I can go out with my video zoom and show you exactly where these things were removed.

Q. Would I see any tree stumps in the ground if I were to walk onto your property?

A. Here, you can see these tree stumps, yes.

Q. How many stumps?

A. There are two. I'd be happy to show you those. Those are actually sticking out of my property, not that big one, but the other two right behind it on the downstream side, those are on the east side of the Little Antietam, sticking out of my property.

Q. And it's cold. If I need to inspect --

A. I would walk with you out there, and I plan on doing it. Without any objections, I can certainly go out there and show you those things because I think it would be very important for the jury to see these things

and get an exact lay of the land, yes.

Q. Perhaps, counsel, we could arrange to go to the property and view the damages ourselves?

A. Sure. I would love the jury to come out and see every inch of it, absolutely, and the Judge. It would be my pleasure.

Q. Okay. So, in your Answers To Interrogatories, and I am looking at specifically your Answer To Interrogatory No. 4, and I will read for you, we ask, how you calculate economic damages claimed by you in this action and describe any non-economic damages claimed.

And your counsel answers with an objection, but then the response goes on to state, the cost to purchase, deliver, plant, and care for 200 trees, shrubs, and bushes at a cost of $400 per tree is $80,000.

Is it your contention that 200 trees, shrubs, and bushes were removed?

A. That's just my estimate, yes.

Q. Have you had any arborist come out and make a determination as to how many trees might have been removed?

A. No, but I produced an estimate from the tree company. I can't remember his name, but it's in the

discovery packet, on what he thought it would cost to plant sort of trees that would be moderately appropriate for that area. He gave me a quote. I believe it was $80,000. I just don't know. I'd have to go look.

Q. So would that quote include trees that are planted to replace what's there or in addition to what was removed?

A. No. It was just to replace, to properly replace what was removed, but he's going to testify. The 200 is that rough estimate because, clearly, not only did Mr. Holder remove them and damage and de-stump them, whatever he did, you can ask him, but he has also removed them from the area so that there is no way for me to tell exactly how many or what type there were.

Q. Can you describe for me, sitting here today, about how many square feet of trees and shrubbery were removed; an acre, more than an acre? I haven't been out to your property, sir, so I am just trying to familiarize for myself.

A. Sure. You can pull up the plat and get a rough estimate there.

Q. Justin, pull up the plat, please.

A. How long is that first red line, 203 feet.

Q. Yes.

A. The second line is 59 feet, and then going

all the way up to the railroad bridge is another 200 feet. Two hundred times -- I mean, I'm not an expert in measuring, but we're talking about each one of those increments is an elevation.

Right now, I think I came up with an estimate in one of the complaints or for the complaint, less than an acre.

Q. Okay. I'm sure it will be easier for me to appreciate when we do actually walk the property to take a look, but I'd kind of like to see and have an idea what was there and what was not there.

In your Answers To Interrogatories, you state several times that you believe that Mr. Holder was acting as an agent for Mrs. Holder?

A. Yes.

Q. Why do you believe that?

A. I believe I answered that in the interrogatories as well. First, I think it goes back to something in Mr. Holder's past. I believe he was in -- oh, I don't know, 2016, 2018, Mr. Holder and his companies were being investigated by the United States Environmental Protection Agency, and were being sued for more then $200,000 for violations of the Clean Air Act. At that time, Mr. Holder, I believe, as part of the settlement agreement, this is just to my knowledge, this

is what I read from the forms online or the documents online, as part of his settlement agreement, Mr. Holder told the Court and told the prosecuting attorney that he was destitute, didn't have any money, couldn't afford to pay a big fine like $200,000. And I am summing this up from what's out there in the public record or in the public forum, that, you know, he couldn't afford it. So they reduced the fine down to -- they say it was a nominal amount, maybe $7,000. Don't quote me on any of this stuff because I don't know the exact number.

I produced the document in discovery, but it was shortly thereafter or shortly before that, Mr. and Mrs. Holder were married, to my knowledge, lived together, to my knowledge, formed a company called Uncle Eddie's Brokedown Palace, some Arizona or New Mexico limited liability company. When they did that, I don't know how it was funded. We requested formation documents, articles of incorporation and the like. They have never been produced. We don't know who the managing members are, don't know who the members are, don't know who owns stock or who doesn't own stock, but what we do know is Mrs. Holder was able to dispose of the property, purchase property, and act on behalf of the corporation, as far as I know, because she signed off on the deed as, I think, the member of the corporation. To my

knowledge, to my knowledge right now because I don't have any other documents, she is the only member of Uncle Eddie's. I think Justin Holder signed as a member too, but don't quote me on that, but again, Mr. and Mrs. Holder, they are married, and they live together, as far as I know. Maybe something else has happened.

So, at any rate, they formed this corporation, either slightly before, during, or after this major investigation by the U.S. EPA, in which they said that Mr. Holder said that he couldn't pay a fine, that he was destitute, blah, blah, blah, but it was either shortly before or after the settlement agreement in which he said that he didn't have funds, that he purchased the property that is Uncle Eddie's for I think it was $77,000 cash.

Then when I met Mr. Holder, he repeatedly told me that, you know, he was just a -- I guess, a manager, I think he said. He always holds himself as a manager of the property. He was very evasive as to who actually owned the property, who owned the property, but he would always reference a woman. I've got to check with this person or this lady, for the property.

When I met with Mr. Holder on December 31st, he said that he was doing all of this so that they were going to build a mid century modern, he said, on the

land overlooking the creek. And that's what he was doing all of this for. He was going to build it for his wife. Don't quote me. A mid century modern, he was going to build it right on the edge of the cliff for his wife. So he decides that. He is always saying I have got to check with this person, this person, always a female. The only other member of the corporation that I know of is Deena Holder, his wife.

Q. So sitting here today -- we will talk about Uncle Eddie's in a [minimum|minute]. Let's talk about Deena Holder herself --

A. Um-hum.

Q. -- being married to Mr. Holder. Do you, sitting here today, have any facts that indicate that Mrs. Holder directed or authorized Mr. Holder to do anything on her behalf in connection with the property? We are not talking Uncle Eddie's.

A. Personally, I have only talked to Deena Holder one time, I believe, but I wouldn't know her if I saw her, no.

Q. So it's fair to say then that she hadn't ever told or communicated to you that she has authorized Justin to act on her behalf?

A. I haven't read through all of her Answers to the Interrogatories and requests for admissions. To my

knowledge, at this moment, I do not have -- I just don't know. She's never explicitly told me that, no. Could it be somewhere in the answers to admissions or interrogatories that she admitted or denied that, I don't know.

Q. So then, sitting here today, do you have any knowledge or facts to indicate that Mrs. Holder ever told Mr. Holder or authorized Mr. Holder to take down any of the trees on your property?

A. I think -- I'm trying to remember what I produced or answered. Can you bring up my Answers to the Interrogatories?

Q. I have your answers to Mrs. Holder's, and I can proffer to you that I don't see anything in there. Justin, can you bring them on the screen?

A. There was something in there, and I just can't remember where he, obviously, was talking about her, but I just can't remember. I know it's not the best answer for you, but to me, it's a pretty clear line between the two that he was acting on her behalf.

Q. Do you think he was acting on her behalf simply because they were married?

A. No.

Q. If you were to go out and say that I am acting on your behalf, does that mean I am acting on

your behalf? I am looking for anything that has any factual basis that she authorized Justin to act on her behalf.

A. She owns the property, or owned, or is the member of the same corporation, orchestrated by, presumably Mrs. Holder, but I don't know that for a fact because these documents have not been produced, but she does own the land or is a member of the corporation -- who owns the land, who is able to dispose of the land, and transfer the land, to which all of this ground clearing, everything, would benefit.

Q. So --

A. She is vigilant as the owner, is vigilant in her rights, and you have acquiesced.

Q. I am just wondering, you have jumped into the corporation and I'm not trying to blur lines. I am talking about Mrs. Holder individually first.

Is it your contention that Mrs. Holder -- and I can proffer to you that she's submitted Answers To Interrogatories where she claims that she has no membership interest in Uncle Eddie's. If she did have an interest in Uncle Eddie's, then wouldn't her authorizing Justin be on behalf of the company and not of herself personally?

MR. NEAL: Objection. Go ahead.

THE WITNESS: No. I think this gets much deeper, and discovery is not over yet. And I'm not going to get into corporation law, but there is a doctrine of law which says piercing a corporate veil, if the corporation is merely a facade or an alter ego.

BY MS. PEEBLES:

Q. And I have argued this many times. Are you alleging that there has been any fraud here on behalf of the plaintiffs of the corporation?

A. I didn't say that.

Q. I'm just asking, are you alleging that there has been any fraud?

A. Not at this point, no.

Q. Do you have any reason to believe that there's been any fraud on behalf of the plaintiffs or on behalf of Uncle Eddie's?

A. Not at this point, no. Discovery hasn't been completed though yet. Can you pull up the plat?

You said that Mrs. Holder is not a member of Uncle Eddie's, is not associated with Uncle Eddie's at all?

Q. That's not what I said. I said, in her Answers To Interrogatories that was sent to you, she claims to have no membership interest in the corporation?

A. She signed one of the surveys and she signed the deeds as a member of the corporation.

Q. People can come and go as part of the corporations.

A. Oh, she no longer has, but she did have. Okay, well, again, you know, all of this should be provided during discovery; who the members are, when they became members, when they weren't members, what being a member means, who funded the corporation, what bank accounts they have, all of this should be produced.

MR. KOVACS: I'm sorry, Ms. Peebles, before you go on, I'm going to sign off now and Ms. Vainieri is going to continue representing the DNR. Sorry to interrupt you. I just wanted to let everyone and the court reporter know. I hope you all have a very happy Thanksgiving, and everyone take care.

(Ms. Kovacs exits.)

THE WITNESS: There's Deena Holder's signature right there. And can you zoom in on that, please? I'd like to see how she signed it.

BY MS. PEEBLES:

Q. On the 9th of April, 2019.

A. Okay.

Q. I'll just also proffer that I don't represent Uncle Eddie's, so I haven't even begun to look into

that. Sitting here today, I am unsure of the corporate structure of that entity. I have been only retained on believe of Mrs. Holder.

A. As we all are.

Q. Do you know whether Mrs. Holder, if she were involved as a member of Uncle Eddie's, authorized Mr. Holder to take down any trees or vegetation on your property?

A. Actual [fiscal|physical] evidence of it, no, but can I put one plus one together, and I think a jury can too, yes.

Q. And that's because they are married?

A. They are married, she owns the property, he is building a house for her on the property, he wants the view to look good where he wants to put the dwelling. One would assume that one and one, she owns the property or was a member of Uncle Eddie's. And you'd have to get access through to go do this stuff, you would have to remove it through Uncle Eddie's, and have to do all that stuff, yes.

Q. It's not your contention though that Mrs. Holder, herself, physically did anything to cause the removal of any trees or vegetation on your property?

A. Not that I know of, no.

Q. And it's your contention that Mrs. Holder

trespassed on your property first only in the summer of 2019?

A. Yes. I mean, there were other instances, I believe, but I can't remember. I think it was also in the summer of 2019 that they were elsewhere on our property, but I can't remember the dates or exact events. They were in the creek area of Little Antietam Creek as well, but someone has posted my area down there with "no trespassing" signs right now. They have been there for a while and I'm not sure who did that, if it were Uncle Eddie's, if it were Mr. Holder, if it were Mrs. Holder, but someone either acting on behalf of the corporation, which I don't know, I think, in name only. I will let a jury decide that, but someone has committed and continues to commit acts of trespass. And so, you know, forget the exact quote or the phrase, but res ipsa loquitur; the thing speaks for itself, who benefits, who benefits from this whole thing.

Q. So you're saying a lot, Mr. Estes, and I'm not trying to interrupt you. So there are "no trespassing" signs that were posted on your property when?

A. Ask Mr. Holder. He knows.

Q. When did you first observe them?

A. It was -- I want to say, I produced them, the

actual picture. I think it was last winter sometime, maybe January. I don't know. Someone put "no trespassing" signs. I assume they are in Mr. Holder's house where Mrs. Holder lives there.

Q. But you didn't see anyone posting the signs?

A. No.

Q. So you don't know who actually posted them?

A. No, unless it's been told to me somewhere in Mr. Holder's ramblings of discovery.

Q. In terms of -- you also mentioned you have doubts as to the corporation or the status. What do you mean by that?

A. I don't know. I don't have enough discovery yet, but it has been requested, and it will be requested, and it should be produced. We'll get back into that. We don't even know who the members are. The only people that we know that are associated with the corporation are Mr. Holder and Mrs. Holder. I don't know if they have separate bank accounts, when they were created, how it was founded, how this money that came to purchase their property, where that came from, no idea. There should be meeting minutes, there should be many things which should be produced.

Q. So sitting here today, what is your understanding of who actually owns that property?

A. I know that Mrs. Holder was a member, was able to act on behalf of the corporation. Uncle Eddie's, who is supposed to own the corporation, I believe, when she was a member, then disposed of the property to herself, I believe, when she was a member, and then she gave the property back to the corporation, I believe, at some point in time.

So Mrs. Holder acted, as far as I know, and I'd have to get back into the deeds and all that other stuff, but, someone, I believe it was Mrs. Holder, acted on behalf of Uncle Eddie's to purchase the property in 70 something thousand dollars, I believe, in cash. I don't know if it was cash or not. Then disposed of the property to Mrs. Holder, and then, I believe, re-disposed the land back to Uncle Eddie's. And I think Mrs. Holder was part of each one of those transactions. I would have to get back into the deed record. And she signed -- I believe she signed surveys as a member. I have to pull them all up. I'd be happy to pull them up.

Q. No. I can read the deeds and I don't want to waste your time. Like I said, I am new at this game, Mr. Estes, so I'm just trying to get my bearings with you, and to understand the basis of your claim in the discovery that you have produced.

When you first met Mrs. Holder in the summer of

2019, do you know who owned the property then, was it Mr. and Mrs. Holder or was it Uncle Eddie's?

A. I don't know. I believe it was -- I don't know. I don't know. I'm not going to speculate. We can get into the deeds and the exact dates of the transactions if you want to pull them up, but I don't know. Honestly, there have been so many different transactions, I don't think they even know.

In my mind, it is purposely shielding the ownership of this property.

Q. And why do you believe that it's personal?

A. Let's see, someone is being investigated by the United States Environmental Protection Agency and being sued for 200 and whatever thousand dollars, claims destitution. All of a sudden, a new corporation is incorporated, at least to my knowledge, someplace in Mexico. They then purchase property in Uncle Eddie's name in 2018. It's then transferred, that Uncle Eddie's transfers the property for, I believe, zero dollars and zero cents to Deena Holder, who then later on, I believe, and again, I'd have to get into the deeds, Deena Holder transfers the property back to Uncle Eddie's for zero dollars and zero cents. Again, it's all been -- well, wait, Mrs. Holder is no longer a member of Uncle Eddie's, but she was before. The

husband is just he is a managing -- no, he is a member, he's the manager of Uncle Eddie's. That's the information that I have.

Q. In terms of the corporate structure, taking it outside of what you have just explained, for purposes of this litigation and your claims against Uncle Eddie's, are you trying to say, in any way, shape, or form that the obfuscation of the company somehow affects your interests as relates to your claims against Uncle Eddie's?

A. No. What I'm saying is that I own the property that I own. Honestly, I don't care who knows what they own on that side. What I'm saying is I own what I own, what my deed, what my survey says.

Q. Okay. I am looking at now Answers To Interrogatory No. 10, and it reads like this: Do you contend that Deena Holder ever trespassed on the property or has ever destroyed any plant, tree, shrub, state the reason on which you base your contention.

And then in your answer, you say, "Deena Holder is liable for the trespass of her agent, Justin Holder, his agent. She is liable for the trespass of Uncle Eddie's and his agents."

What your basis for that statement?

A. I think I have just gone through all of that.

The Court, I am sure there will be jury instructions as to certain liabilities or secondary liability. It goes way back in law school, a memory bank to me, but there can be liability for allowing people to trespass, permitting people to trespass and use your land to do so. But there is liability to be had there, and the jury will be properly instructed.

Q. Do you have any facts, sitting here today, where she actually aided or abetted her husband in trespassing your property?

A. I think I have already answered that question.

Q. But you don't whether she actually ever told her husband, go trespass on Mr. Estes's property?

A. I don't listen to their conversations. No.

Q. Again, late to the game: Did you go to law school?

A. Yes.

Q. Are you a practicing attorney? Where did you go to law school?

A. When did I go?

Q. Where.

A. I started off at Georgetown, went there for a year-and-a-half, evening program, worked my way through. Decided that the law was not something I really wanted

to get into, transferred to the University of Maryland, graduated in the year 2000. 2000, I guess it was. Practiced law for, believe it or not, defending criminals four or five years as public defender, assigned public defender, but just don't like to argue.

Q. The older I get, the more I feel the same.

A. I practice law. I think it's retired status.

Q. Did you ever practice real property law? You said public defender.

A. No, no.

Q. So other than the tree stumps, are there any other economic damages that you are claiming in connection with this litigation as to Deena Holder individually?

A. I'm not really sure what economic damage, if any of this goes back to the little nuances of the law. And I don't know what economics damages are, but the lawsuit also included a DNR violation or DNR violations, the destruction of trees, which indicates that attorney fees are covered, surveyor's costs are covered, if anyone damages my trees, and treble the damages of the trees.

So I forget the exact statute number, but, yes, I will be claiming all attorneys fees to prove that the land is mine, as well as to prove that there were

damages to the property, as well as all of the surveyor's fees, future surveyor's fees, as well as any other expenses that allowed under the statute. And, yes, those affect Deena Holder as well.

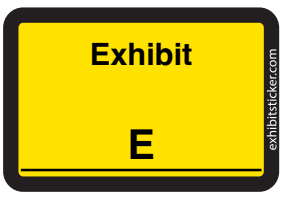
Q. So since the inception of this litigation, how many surveys have you had?

A. When Mr. Frederick, Fred Frederick, came out, he placed my property pins on the area in question last November. I believe the costs for that were $1,182. There, of course, are attorney fees which are accumulating by the minute. So I'm sure when this is all over, there will be additional surveyor's fees and the cost to replant the area.

Q. In your Answer To Interrogatory 4, I know I'm jumping back and forth, but you claim $160,000 as loss of quiet enjoyment of the land. How did you arrive at that number?

A. For what is it going on three years now, three years, Mr. Holder, Mrs. Holder, and whoever else is involved with Uncle Eddie's, has taken my quiet enjoyment of my land and really disrupted the entire enjoyment of my land.

Q. Is there a means or method by which you came up with that number? I'm just trying to understand how you arrived at that number.



A. I believe I purchased -- I can't remember how much I paid for the land. I think it was $412,500. I can't remember exactly how I arrived at $160,000. That was nine years ago. I just can't remember how I came up with that number, but I can tell you that they have taken every ounce of enjoyment that I have had in my home and with my family for going on three years now, yes.

Q. How many acres do you have over there, sir?

A. In total, I own about 26 acres. The property in question, I think it's almost nine acres.

Q. And proximity to the creek in the disputed area, just where is your house located?

A. Maybe 300 yards away. That's just a ballpark estimate here. If I look out my window right now in my basement office, I can almost see that land. I can't go out there without looking at a "no trespassing" sign, which is still sitting out there on my property staring at me.

And in addition, they have also appointed a nice little sign that quotes something which Mr. Holder should take to heart himself, some Bible versus.

Q. What is quoted on there, sir?

A. Exodus -- something. You can ask Mr. Holder. I'm sure he knows what it is, what it says. Mrs. Holder

probably knows too, but I don't know.

Q. So when Frederick Seibert came out, did he do a full meets and bounds survey of your property since this litigation started?

A. No. He just located the property pins as they were defined for the property locations. He found one pin on the southeastern portion of my land which was a property pin which was set back in -- I don't know. It was referenced on one of the surveys a long time ago. So it would have been at least back in 1993 or earlier, but there is a property pin on the southeastern side of my property. He located that very pin, which has been there for who knows how long, 20 years, 30 years, but then he went from there, set a pin next to the railroad, and then went west across the creek, located it, the area where my property is near the railroad abutment on the southwest portion of my land, and then went down the creek and found various points on the lines or set pins where they should be. As far as I know, those pins are still there.

Q. Bear with me, sir. I am trying to keep this linear and get you out of here quickly, at least on my end.

A. I've got all day. I took a vacation day to do this so.

Q. Just so that I understand your Answers To Interrogatories correctly, what bearing does the EPA litigation against Mr. Holder have anything to do with your present claims against the defendant?

A. Nothing really, just by way of background.

Q. Again, I haven't lived this like you have for the past several years. And the EPA fines have nothing to do with the properties that are involved in the dispute?

A. No, no. To me, it sets -- I won't say any more. No, I don't know what the EPA was about. I don't know anything about it except the record in that, it involves Mr. Holder.

Q. The EPA litigation doesn't involve the property that's owned by Uncle Eddie's in this action?

A. No. Does it involve it? No. It involves Mr. Holder.

Q. Are you alleging that there was any fraud in the transfer of the property from Mrs. Holder to Uncle Eddie's?

A. I am not alleging that now, no. I would like to get in and get proper discovery regarding Uncle Eddie's.

Q. Are you alleging that Mrs. Holder has done anything untoward in connection with other ownership in

Uncle Eddie's?

A. I don't know because she really hasn't answered my discovery requests about the corporation, I don't believe. I can't remember exactly what she said. If you can pull that up, that would be great, with regard to her answers with regard to Uncle Eddie's, but to my recollection, they were pretty evasive or just nonexistent.

Q. Have you used the disputed area, the creek area, at all since the inception of this litigation?

A. Yes.

Q. Describe the types of activities that you have done there?

A. Walked there, walked there with the survey crew. The disputed area, I don't know what you want to call as the disputed area, but I go in that creek. I cross the creek near the railroad bridge. I walk the property line near the railroad bridge all the way down to where the last property pin is located. And there are, in addition to the property pins that Frederick's screw put in, there are also property pins or pins put there for my own reference as well.

Q. Have your children played in the creek, near the creek, or anything like that since this litigation has started?

A. Yes, yes. I mean, we go, you know. Do my kids go there? We have walked down the little down to where it meets the Little Antietam, and we have used that area. And I have walked from near the bridge abutment on the south portion since the beginning of this litigation. Well, when was this litigation started?

Q. Before my time, sir.

A. November.

Q. Hang on for one second.

A. I mean, I think I filed my first claim for trespass way back in 2020, early 2020. So, yes, I've been there. Mr. Holder even sent a video showing one of the iron pins that were put in out there, steel pins, as he was trespassing out on the property.

Q. And refresh my recollection, the trees were cut down when?

A. I believe it began sometime in 2018, small amounts, but continued all the way up -- I think Mr. Holder was clearing brush or something. I have got pictures. This was just last summer when they mowed the area last summer. Yes, it's been going on for years.

Q. And you never consented to them clearing brush?

A. No. For a period of about ten days, I think

it was in early January, in which case I don't know how much they did during that time. There was hardly anything, and it wasn't in the area where the bulk of the clearly. That was all done before. Most of it was done before.

Q. Approximate, do you have an approximate year?

A. December 31st of 2019.

MS. PEEBLES: I think I am wrapping up, sir. If you will indulge me for like five minutes, take a quick break, use the ladies room, and I think I can turn it over to Mr. Holder. Can we take a five-minute break, guys?

MR. NEAL: Fine.

(Short Recess.)

MS. PEEBLES: I am good.

MR. HOLDER: I just wanted to make sure you are finished.

BY MR. HOLDER:

Q. Hi, Mr. Estes. I am back in charge of the deposition. Hey, I see you've got your mobile phone. Do you have something you want to show me?

A. Is that a question?

Q. Yes.

A. Sure. For the record, sure, unless there are any objections. This is the land in question here, at

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
Plaintiff	*	
v.	*	
	*	CASE NO.: C-21-CV-20-000430
JUSTIN HOLDER, Et Al	*	
Defendant(s)	*	

* *

DEFENDANT JUSTIN HOLDER's SUR-REPLY TO PLAINTIFF ESTES' MOTION FOR SUMMARY JUDGEMENT

COMES NOW Defendant, Justin Kyle Holder, in proper person and files this Defendant Justin Holder's Sur-reply to Plaintiff Estes Motion for Summary Judgement, and for reasons states:

SUR-REPLY

Plaintiff Estes is requesting the Court disregard the verified answers, affidavits of the Defendants, and depositions of expert surveyors in this instant litigation and unilaterally decide Plaintiff Estes has 1) clear record title or 2) has adversely possessed the disputed land. The record reflects in the instant motion that surveyor Frederic Frederick deviated from the title lines in his survey work for Plaintiff's predecessor and intentionally concealed that deviation from the parties in this case. There is no dispute that the 4 title lines and boundary in dispute were established by deed dated September 10th, 1832 granted from David Hess to Samual Cost recorded at Liber N.N. folio 520 of the land records and the Court can make that determination of law. The property Plaintiff claims was damaged is West of the title lines that are not in genuine dispute. Since Plaintiff can not produce recorded paper title to the land West of the title lines not in genuine dispute, the Plaintiff must produce admissible factual evidence of adverse possession to establish title in the land he claims was damaged. Plaintiff has offered hearsay evidence, not personal knowledge.

Justin K. Holder

Pro se Litigator

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Plaintiff Estes relies on a statement from his predecessor in title at ¶2 of ***Ex. 2 - Estes Aff. 7-28-22.pdf*** attached to his reply, claiming an exemption from MD. Courts and Judicial Proceedings Code Ann. § 9-116. Plaintiff's affidavit certainly does not conclusively establish the boundary[1] or extent of adverse possession by his predecessor nor is hearsay admissible in summary judgement. More importantly however is the "recognized limitations" discussed in the *Wilt v. Wilt*, 218 A.2d 180, 242 Md. 129 (1966) case upon which the Plaintiff relies for his declaration:

> "See *Cadwalader v. Price,* 111 Md. 310, 73 Atl. 273 (1909), where it was said at p. 315: 'There ought no longer to be any question in Maryland about the right to prove private boundaries by the declarations of deceased persons, subject, of course, to certain *well recognized limitations.*' Later on, quoting *Dorsey on Ejectment,* 57-58, it was also said at p. 316 that while 'boundaries may be proved by hearsay evidence' the '*declarations of living witnesses* cannot be received, *nor the declarations of a person interested in establishing the fact.*'" [Emphasis Added and Supplied]

Plaintiff Estes ¶2 of ***Ex. 2 - Estes Aff. 7-28-22.pdf*** fails to establish that:

a) The declarant is deceased;

b) There is not another living predecessor such as Yvonne Hope, Maxwell Hope, Richard Jolles, Mark Hutzell, David Hutzell or Tommy Remsburg who have personal knowledge of the boundary;

c) Declarant did not have an interest in the fact, the title was in dispute at the time the statement was allegedly made because the land records in Washington County on September 11th, 2010 describing the subject properties clearly did not agree by title as described in Mr. Frederick's February 13th, 2020 letter (the "Deed Overlap" Mr. Frederick's is discussing in his April 27th, 2021 deposition) see *Wilt supra*; and

d) Plaintiff Estes himself is the only source of the self serving oral declaration.

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[1] Dependent upon which branch of the little Antietam Creek (Taking notice of multiple branches of the Creek on the plats and exhibits provided in support and opposition of the instant motion.) we are discussing, and or which priority to calls in the deed are used (natural monuments or courses and distances) it is ambiguous at best what the predecessor in interest was referring to by "land on both sides" (a sliver, a half acre, somewhere on Main Street?).

Since Plaintiff Estes can not establish his record paper title to the land in dispute, nor bring forth admissible evidence to prove adverse possession of his predecessor in title his claim in Ejectment fails as a matter of law as to any property west of the title line from deed NN520. Plaintiff Estes has established he is not in possession of land west of the Little Antietam Creek in Keedysville, Maryland and has no jurisdiction in equity to Quiet title to that land. Even if Estes could establish his title to the land he claims was damaged he has no proof of any damage more than cleaning up dead tree limbs, trimming briars and removing an old fence that was jointly agreed to. Hearsay statements by a parties opponent are admissible at trial where they can be cross examined, however in Summary Judgement the standard is personal knowledge[2]. Defendant's Opposition incorporated in their Opposition to Plaintiff's Motion for Summary Judgement, included affidavits under personal knowledge, sworn testimony from Plaintiff's Experts that is dispositive of Plaintiff assertion of the boundary, and sworn testimony of the Plaintiff that is dispositive of his claims of damage.

WHEREFORE the Court should decide the paper title lines as a matter of law, there is no genuine dispute between parties or surveyors that those lines were established by deed NN520 in 1832;

WHEREFORE the Court should decide as a matter of law the Plaintiff can not bring forth sufficient admissible evidence that he has established title to the disputed property by adverse possession;

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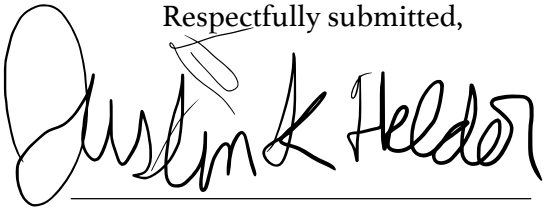
[2] Md Rule 2-501**(c) Form of Affidavit.** "An affidavit supporting or opposing a motion for summary judgment shall be made upon personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavit."

WHEREFORE as a matter of law Plaintiff can not meet his burden of proof as to Count VI - EJECTMENT as a matter of law; and

WHEREFORE Plaintiff's Counts I through IV in damages fail because he can not prove good title and/or right of possession to the property he claims was damaged, nor any actual damages.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of July 2022, a copy of the foregoing Defendant Justin Holder's Sur-reply to Plaintiff Estes Motion for Summary Judgement was served via the MDEC system to :

Timothy Maloney, Esq.,
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se;*

Justin K. Holder, *Pro Se*

Justin K. Holder

Pro se Litigator

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CIRCUIT COURT FOR WASHINGTON COUNTY

BENJAMIN ESTES

Plaintiff

v. Case No.: C 21 CV 20 000430

JUSTIN HOLDER, ET AL.

Defendants

Affidavit of Justin Holder, Manager of Uncle Eddie's Breakdown Palace LLC to Plaintiff's Motion for Summary Judgment

COMES NOW, the affiant, and hereby swears and affirms under the penalty of perjury and upon personal knowledge that the following is true and correct:

1. My name is Justin Holder and I am the manager of Uncle Eddies Breakdown Palace LLC.

2. I am over the age of 18 and am competent to testify.

3. That I have reviewed and read the Opposition of Defendant, Uncle Eddie's Breakdown Palace, LLC to Plaintiff's Motion for Summary Judgment and the statements contained therein are true and correct to the best of my information and belief.

I solemnly declare and/or affirm under penalties of perjury that the statements made and information provided and content contained in this Affidavit is true and correct is based on personal knowledge and belief.

Justin Holder, Manager

Uncle Eddies Breakdown Palace LLC